पावती

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Original/Duplicate

Friday, January 23, 2015

9:06 AM

नोंदणी क्रं. :39म

Regn.:39M

पावती क्रं.: 318

विनांक: 23/01/2015

गावाचे नाव: परेल-शिवडी

दस्तऐवजाचा अनुक्रमांक: बबई4-284-2015

दस्तऐवजाचा प्रकार: करारनामा

सादर करणाऱ्याचे नाव: गिरीष मोहनलाल सकारीया

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दस्त हाताळणी फी

ক. 2020.00

एकूण:

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आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ व सीडी बदाजे 9:15

हिं दुर्यम निबंधक, मुंबई-4 मोबदला: र.27207936/-

बाजार मुल्य: रु.23406500 /-भरलेले मुद्रांक शुल्क: रु. 1360500/-

लह दुयाम नितंधक

1) देयकाचा प्रकार: eSBTR/SimpleReceipt रक्कम: रु.30000/-डीडी/धनादेश/पे ऑर्डर क्रमांक: MH004427605201415S दिनांक: 11/12/2014 बँकेचे नाव व पत्ता: IDBI

2) देयकाचा प्रकार: By Cash रक्कम: रु 2020/-

DELLYERED

सूची क्र.2

दुय्यम निबंधक : सह दु.नि.मुंबई शहर 4

दस्त क्रमांक : 284/2015

नोदंणी 63 Regn. 63m

गावाचे नाव : परेल-शिवडी

(1) विलेखाचा प्रकार

करारनामा

(2) मोबदला

₹.27,207,936/-

(3) बाजारभाव(भाडेपटटयाच्या वावतितपटटाकार आकारणी देतो की पटटेदार ते नमुद करावे)

₹.23,406,500/-

(4) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्याम)

१२/१२४,१३/१२४,१४/१२४ व दस्तात नमुद केल्याप्रमाणे., पालिकेचे नावः मुंबई मनपा इतर वर्णन : सदनिका नं: 2303, माळा नं: 23वा मजला, इमारतीचे नाव: लोढा व्हेनेजिया टॉवर वेस्ट, व्लॉक नं: काळा चौकी,मुंबई, रोड नं: जी.डी.आंबेकर मार्ग, इतर माहिती: सोबत दोन कार पार्किंग

(5) क्षेत्रफळ

122.67 चौ.मीटर

(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.

(7) दस्तऐबज करुन देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव

वपता

(8) दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता 1) नाव:- क्रोना रियालिटीज प्रा. लि. तर्फे कु. मु. सुरेन्द्रन नायर तर्फे कु. मु. प्रमोद कांबळे ;वय: 33; पत्ता :-प्लॉट नं: २१६, माळा नं: -, इमारतीचे नाव: शाह आणि नाहर इंड. इस्टेट, व्लॉक नं: वरळी, मुंबई . रोड नं: मोझेस रोड, महाराष्ट्र, मुंबई.

पिन कोड:- 400018

मॅन नंबर: AAECK0290R

1)नाव:- गिरीष मोहनलाल सकारीया ; वय:37;

पत्ताः-प्लॉट नेः -, माळा नेः २रा मजला, इमारतीचे नावः विल्डिंग नं. ८/ए, नवजीवन सोसायटी,फलॅट नं.६, ब्लॉक र

रोड नं: लॅमिंगटन रोड, महाराष्ट्र, मुंबई

पिन कोड:-- 400008; पॅन न:- BEJPS3370D;

2)नाव:- निर्मल मोहनलाल सकारीया ; वय:32;

पत्ताः प्लॉट तं. -, माळा नंः २रा मजला, इसारतीचे नावः विल्डिंग नं. ८/ए, नवजीवन सोसायटी फ्लॅट नं.६, ब्लॉक र

रोड ने: लॅमिंगटन रोड, महाराष्ट्र, मुंबई.;

पिन कोड:- 400008; पॅन नं:- BIMPS6421C;

(9) दस्ताएवज करून दिल्याचा दिनांक

11/12/2014

(10) दस्त नोंदणी केल्याचा दिनांक

27/01/2015

(11) अनुक्रमांक,खंड व पृष्ठ

284/2015

(12) वाजारभावाप्रमाणे मुद्रांक शुल्क

₹.1,360,500/-

(13) वाजारभावाप्रमाणे नोंदणी शुल्क

₹.30,000/-

(14) शेग

मुल्यांकनामाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

(i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.

Data of ESBTR for GRN MH004427605201415S Bank - PUNJAB NATIONAL BANK

Bank/Branch

: PNB House

Pmt Txn id

: 111214M440181

Pmt DtTime ChallanIdNo

: 11/12/2014 01:15:02 : 03006172014121050253

District

: 7101 / MUMBAI

Stationary No

: 14053367812069

Print DtTime

: 12/12/2014 11:09:54

GRAS GRN Office Name

Consideration

: MH004427605201415S : IGR183 / BOM2_JT SUB REGISTRA MUMBAI CITY 2

StDuty Schm

: 0030045501-75/ Stamp Duty(Bank Portal)

StDuty Amt

: Rs 13,60,500.00/- (Rs Thirteen Lakh Sixty Thousand Five Hundred Rupees Only)

RgnFee Schm

RgnFee Amt

: Rs 30,000.00/- (Rs Thirty Thousand Rupees Only)
: B25 Only for verification-not to be printed and used

Article

Prop Myblty

: Immovable

Prop Descr

: 2,72,07,936,00/-: LODHA VENEZIA,WEST TOWER 2303,23RD FLOOR, , G D AMBEKAR MARG

: KALACHOWKIE, MUMBAI, Maharashtra

Duty Payer

Other Party

: PAN-BEJPS3370D GIRISH MOHANLAL SAKARIA : PAN-AAECK0290R KRONA REALTIES PVT LTD

Bank Scroll No

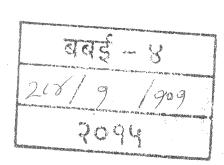
Bank Scroll Date : 12/12/2014

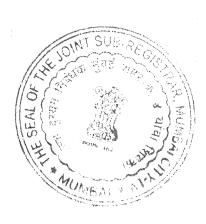
RBI Credit Date

: 12/12/2014

Mobile Number : 9820824118

Defaced No - 000 3324283 20145 Ot- 231. 1204





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Bank/Branch: PNB/WORLI NAKA(0564)

Pmt Txn id : 111214M440181

Pmt DtTime : 11-12-2014@01:15:02

ChallanIdNo: 03006172014121050253

District : 7101/MUMBAI

14053367812069

Stationery No: 14053367812069 Print DtTime: 12-12-2014@11:09:53

GRAS GRN : MH004427605201415S Office Name : IGR183/BOM2_JT SUB REGIST

StDuty Schm: 0030045501-75/Sale of Other NonJudicial Stamps SoS

StDuty Amt : R 13,60,500/-(Rs One Three, Six Zero, Five Zero Zero only)

RgnFee Schm: 0030063301-70/Ordinary Collections IGR

RgnFee Amt : R 30,000/-(Rs Three Zero, Zero Zero Zero only)

: B25/Agreement to sale/Transfer/Assignment Article

Prop Mvblty: Immovable

Consideration: R 2,72,07,936/-Prop Descr : LODHA VENEZIA, WEST TOWER 2303, 23RD FLOOR, G D AMBEKAR MARGKALACHOWKI

E, MUMBAI, Maharashtra

Duty Payer: (PAN-BEJPS3370D) GIRISH MOHANLAL SAKARIA Other Party: (PAN-AAECK0290R) KRONA REALTIES PVT LTD

Bank offici & Signature रजनीश ज. रावल RAJANISH J. RAVAL

P.A. No. 38510

Bank official2 Name ϵ' Signature

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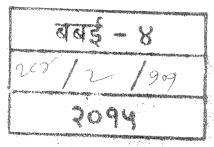
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-- Space for customer/office use - - - Please write below this line

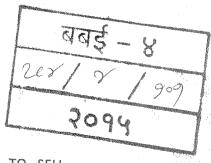




| विभाग - गोरणे व मुद्रांक विभाग |
|--|
| प्राचीन अध्यक्त सन २०१५ 2014 स्वर्थन सन सन सन २०१५ |
| |
| १. दस्ताचा प्रकार :- ७४। रनाम) अनुच्छेद क्रेमांक :- २५८४) |
| र सायरकर्सांचे नाव - Ginish Mohawlal Sakaria. |
| ३. तातुका :- मुबर |
| ४. गावाचे नाव :- परेल - शिवडी |
| ५. नगरभुगापन क्रमांक/सर्व्हें क्र./अंतिम भूखंड क्रमांक . 92/926, 93/928 97/928 9 |
| ६. मूल्य दरविभागः (झोन):-9917३ ई. उपविभाग: |
| ७. मिळकतीचा प्रकार - बुतीजमीन निवासी कार्यालय दुकान औदयोगिक प्रत को में दर 9,48,60/- |
| ८. दस्तात नमुद केलेल्या भिळकतीचे क्षेत्रफळ :- १२१.६७ बिल्टअप चौ मील्स |
| १ कारपाकिंग - ७ गन्नी - पेटमाळा |
| १०. मजला क्रमांक :- 23 पा = उदवाहन सुविद्या :- बाहें द्वाही. |
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| १३: बाजारमुल्यदर तक्त्यातील मार्गदर्शन सुचना के :- 😉 वाह 🖳 🗒 🗒 |
| - १४. तिव्ह ॲन्ड लायसन्सवा दस्त १:- प्रकिमाह भाडे रक्कम:- स्प्राप्त स्वरूपिक निवासी/अनिवासी २:- अनामत रक्कम्/ आगाव् साडे |
| - कालावधी :- कालावधी :- |
| १५: निर्धारीत केलेले बाजारमुल्य = 2,3% ०६, ५००/- |
| १६ - दस्तामध्ये दर्शविलेले मोबदला - 200,00,00,00 |
| १७: देय मुद्रांक शुल्क :- 93,60,408/- गस्सेल मुद्रांक शुल्क 93,60,400/- |
| |
| १८ देयं नोंबंणी फी: : - 30,000 |
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| लिपीक सह दुय्यम निवधक |
| विवर्द रूप सह दुराम निवंधक |
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AGREEMENT TO SELL

THIS AGREEMENT TO SELL is made at Mumbai 11 day of Dec 2014

BETWEEN:

KRONA REALTIES PRIVATE LIMITED, Company registered and incorporated under the Companies Act, 1956 and having its registered office at 216, Shah & Nahar Industrial Estate., Dr. E. Moses road, Worli, Mumbai-400018 hereinafter referred to as "THE COMPANY" (which expression shall unless contrary to the context or meaning thereof, mean and include their successors in title) of the First Part.

AND

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8_22.05.2013

Girish Mohanlal Sakaria and Nirmal Mohanlal Sakaria residing/having its address at Bldg. No. 8/A, Navjivan Society, 2nd Flr, Flat No. 6, Lamington Road, Mumbai- 400008 and assessed to Income Tax under Permanent Account Number (PAN) BEJPS3370D / BIMPS6421C hereinafter referred to as "THE PURCHASER" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include (a) in case of an Individual, such individual's heirs, executors and administrators and permitted assigns; (b) In case of a Partnership Firm, the partners for the time being thereof, the survivors or the last survivors of them and legal heirs, executors, administrators of last survivor of them; and his/her/their/its permitted assigns, and (c) In case of a Company/Society its successors and permitted assigns, and in all cases all persons claiming by under or through such Purchasers including his/her/their/its successors in interest) of the OTHER PART.

(The Company and the Purchaser are hereinafter individually referred to as "Party" and collectively referred to as "Parties").

WHEREAS:-

- A. The Company is/shall be constructing the Building (as defined herein) on the Project Land (as defined herein) being a portion of the said Property (as defined herein). The brief chain of rights of the Company in respect of the said Property has been set out in Annexure 1 hereto
- B. By a Letter bearing Serial No. SRA/ENG/2690/FS/PL/AP dated 7th November 2012, the Executive Engineer, the Slum Rehabilitation Authority, Mumbai inter alia granted Intimation of Approval to the Company and has inter alia approved the plans of the Project subject to the compliance of the terms and condition stated in the said Letter and the Company has accordingly commenced construction of the Buildings in accordance with the said plans as amended from time to time. The said Intimation of Approval is amended from time to time. Hereto annexed and marked as Annexure 4 is the copy of the said Intimation of Approval dated 7th November 2012.
- C. By a Letter bearing Serial No. SRA/ENG/2793/FS/PL/AP dated 13th June 2012, the Executive Engineer, Slum Rehabilitation Authority, Mumbai inter alia granted Commencement Certificate to the Company and has inter alia granted development and building permission for the Project subject to the compliance of the terms and condition stated in the said Letter and the Company has accordingly commenced construction of the Buildings in accordance with the said plans. The said Commencement Certificate is amended from time to time. Hereto annexed and marked as Annexure 5 is the copy of the said Commencement Certificate.

The Company has engaged the services of architects and structural engineers for the preparation of the Structural design and drawings thereof and the construction of the Building shall be under the professional supervision of the structural engineers as required under the bye-laws of the local authorities.

E. The Copy of the Certificate of Title of Advocate Mr Pradip Garach showing the nature of the title of the Company to the said Property on which the Building

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is to be constructed is hereto annexed and marked as Annexure 6. A Copy of the plan with respect to the Unit is attached herewith as Annexure 7.

F. The Purchaser has approached the Company and applied for allotment of the Unit (as defined herein) in the Building and the Company has agreed to allot the said Unit. Relying upon the said application and the representations, declarations and assurances made herein, to faithfully abide by all the terms, conditions and stipulations contained in this Agreement, the Company has agreed to sell to the Purchaser and the Purchaser has agreed to purchase from the Company the Unit at the consideration and on the terms and conditions hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. DEFINITION AND INTERPRETATION:-

- "Agreement" shall mean this Agreement together with the Schedules and Annexures hereto and any other deed and/or document(s) executed in pursuance hereof.
- "Approvals" shall mean and include all licenses, permits, approvals, sanctions, consents obtained/to be obtained from granted/to be granted by the competent authorities in connection with the Property /Building/Unit and/or the development thereof including but not limited to plans, IOD, CC, OC and/or BCC.
- "Building" shall mean the multi-storied building consisting of 59 floors defined in Annexure "2" to be/ being constructed by the Company on the Project Land.
- 1.4 "CAM Charges" shall mean the common area maintenance charges payable by the Purchaser for inter alia the maintenance of Unit / Building and its immediate periphery within 6 metres thereof.
- 1.5 "Buildings" shall mean 2 or more multistoried buildings having several wings either residential or commercial, being or proposed to be constructed on the said Property including the said Building. The term Buildings shall also include all amenities, facilities, services, such other substitutions or structures or otherwise required to be constructed by the said dispersary.

"Building Protection Amount" shall mean the amounts specified in the

Takes the Unit or not.

1.8 "Carpet Area" shall mean the carpet area of the Unit including all passages, decks, balconies, service slabs, cupboards, niches, elevation and/or any other area which the Purchaser is exclusively

entitled to use. Such carpet area is calculated on bare shell basis, prior to application of any finishes / finishing material and is subject to tolerance of +/-2% on account of structural, design and construction variances.

- "Common Areas and Amenities" shall mean the common areas and amenities as are available to and /or in respect of the Unit/Building/Project, as the case may be and more particularly described in the Annexure "3" hereto.
- 1.10 **"Federation"** means a federation of the ultimate organization to be/ may be formed under clause 14 hereto to manage and control the Property, the common areas and amenities upon conveyance thereof in its favour.
- "Date of Offer of Possession (for fit outs)" shall mean the date as specified in Annexure 2 herein on which the Company shall endeavor to make available to the Purchaser the Unit for fit outs subject to the receipt by the Company of the Total consideration and all other taxes and charges payable under this Agreement. This shall be the date on which the notice for readiness of the Unit for fit outs is issued by the Company plus 15 days.
- 1.12 "Date of Offer of Possession" shall mean the date on which the occupation certificate is issued (or deemed to be issued as per the relevant provisions of legislation)
- 1.13 "Land/Property Tax reimbursement charges" shall mean the land/property reimbursement charges payable by the Purchaser to the Company for the period of start of construction till the Date of Offer of Possession (for Fit outs).
- 1.14 "Liquidated Damages" shall mean an amount equivalent to 10% of the Total Consideration as defined under this Agreement plus applicable service tax.

.15 "Project Land" shall mean such piece and parcel of land on which the Building physically stands and a periphery of 6 metres around it.

"Refund Amount" shall mean the Total Consideration or part thereof paid by the Purchaser hereunder after deducting therefrom the Liquidated Damages and any other amount and dues payable by the Purchaser to the Company.

"Society and Other Charges" shall mean the Society and Other Charges payable by the Purchaser set out in Annexure "2" hereto towards and including layout deposits, IOD deposits or permanent deposits, water connection charges, electricity connection and meter charges, betterment charges, development charges, gas/pipe gas connections charges, internet connection deposits, Telephone connection deposits, cess, levies and charges, along with applicable direct and/or indirect taxes, but shall not include CAM Charges and Property Taxes.

"The said Property" or "the Property" shall mean the lands more particularly described in Schedule of Property of this Agreement on which

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the development comprising inter alia of the Buildings, is planned to be carried out and shall include any contiguous pieces of land which may added to the said development over time.

- 1.19 "Transfer" shall mean the sale, transfer, assignment, directly or indirectly, to any third party of (i) the Unit or the interest therein and/or (ii) the benefit of this Agreement and/or (iii) (a) in case the Purchaser is a Company, directly or indirectly, (i) the change in control and/or (ii) Management and/or (iii) shareholding of not less than 25%, of the Company or its holding (b) in case the Purchaser is a Partnership Firm or an LLP, the change in constitution thereof. The term "Transfer" shall be construed liberally. It is however, clarified that the Transfer in favour of (i) a Relative (as defined under the Companies Act, 1956) or (ii) a holding/subsidiary Company (subject to (iii) (a) above) shall not constitute Transfer of the Unit.
- "Total Consideration" shall mean the amounts payable/agreed to be paid 1.20 by the Purchaser for purchase of Unit as set out in clause 5.1 below and in Annexure "2" hereto.
- 1.21 "Ultimate Organization" shall mean the society/condominium/company to be formed in the manner contemplated herein.
- Unit" shall mean the Unit in the Building and the details thereof are given 1.22 in Annexure "2" hereto.

2. RULES FOR INTERPRETATION

In this Agreement where the context admits:-

- All references in this Agreement to statutory provisions shall be 2.1. construed as meaning and including references to:-
 - Any statutory modification, consolidation or re-enactment (whether before or after the date of this Agreement) for the time being in force;
 - All statutory instruments or orders made pursuant to a statutory b) provision; and
 - Any statutory provision of which these statutory provisions are a consolidation, re-enactment or modification.
- Words denoting the singular shall include the plural and words denoting 2.2 any gender shall include all genders.
- Headings to clauses, sub-clauses and paragraphs are for information only 2.3 and shall not form part of the operative provisions of this Agreement or the Schedules and shall be ignored in construing the same.

REPLACENCES to recitals, clauses or schedules are, unless the context rotherwise requires, are references to recitals, to clauses of or schedules to the Agreement.

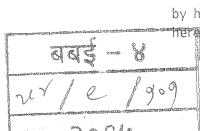
Refer to days, months and years are to Gregorian days months and years respectively.

- 2.6 Any reference to the words "hereof," "herein", "hereto" and "hereunder" and words of similar import when used in this Agreement shall refer to clauses or schedules of this Agreement as specified therein.
- 2.7 The words "include" and "including" are to be construed without limitation.
- 2.8 Any reference to the masculine, the feminine and the neutral shall include each other.
- 2.9 In determination of any period of days for the occurrence of an event or the performance of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done and if the last day of the period is not a working day, then the period shall include the next following working day.
- 2.10 The Purchaser confirms and warrants that the Liquidated Damages is a genuine/pre-estimate of the loss or damage that is likely to be suffered by the Company on account of breach of the terms of this Agreement by the Purchaser. The Liquidated Damages is also arrived at having regard to the cost of construction, the cost of funds raised by the Company, the ability or inability of the Company to resell the Unit, among others. The Purchaser waives his right to raise any objection to the payment or determination of liquidated damages in the manner and under the circumstances set out herein.
- 3. The recitals above shall form part and parcel of this Agreement and shall be read in conjunction with this Agreement.

4. <u>DISCLOSURES AND TITLE</u>

- 4.1 The Purchaser hereby declares and confirms that prior to the execution of this Agreement, (i) the Company has made full and complete disclosure of the title to said Property, (ii) he has taken full, free and complete inspection of all the relevant documents and (iii) in relation to the Unit/Building/Property has satisfied himself of inter alia the following:
 - a) Nature of the Company's right and title and all encumbrances.
 - b) The drawings, plans and specifications.
 - c) Nature and particulars of fixtures, fittings and amenities.
 - d) All particulars of designs and materials to be used in construction of the Unit and the Building.
 - e) The Approvals obtained and yet to be obtained.

The Purchaser confirms that the Purchaser has after (i) reading and understanding all the terms and conditions set out in this Agreement and understood the mutual rights and obligations of the Parties to the Agreement and (ii) satisfying himself in all respects with regard to the title of the Company in respect of the said Project Land/Building/Unit and agreed to enter into and execute this Agreement. The Purchaser further confirms that the Purchaser was provided with a draft of this Agreement and had sufficient opportunity to read and understand the terms and conditions hereof. The Purchaser further confirms that the queries raised by him with regard to the Unit/Building/Property/Unit and the terms thereof have been responded to by the Company. The Purchaser confirms







that the Purchaser has been suitably advised by his advisors and well wishers and that this Agreement is being executed with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project Land/Building/Unit and the implication of the terms and conditions contained in this Agreement.

5. AGREEMENT TO SELL AND CONSIDERATION

- The Purchaser hereby agrees to purchase/acquire from the Company and the Company hereby agrees to sell to the Purchaser, the Unit for an aggregate lump sum consideration of the Total Consideration set out in Annexure "2" hereto subject to (i) the terms and conditions mentioned herein and/or the Approvals. The Total Consideration is exclusive of any sums or amounts including contribution, cess, levies, fees, deposits, CAM charges, Property Taxes, Land/Property Tax reimbursement charges Society and Other charges of any nature whatsoever as are or may be applicable and/or payable hereunder or in respect of the Unit or otherwise (present or future) and all such amounts shall be entirely borne and paid by the Purchaser on demand being raised by the Company.
- 5.2. The Total Consideration shall be paid in installments to the Company from time to time in the manner more particularly described in Annexure 2 hereto, time being of the essence. The Purchaser acknowledges that the 'Construction Progress Linked Payment Plan' offers several advantages to the Purchaser, including that the installment payments may become due later in time than as envisaged at the time of entering into this Agreement, if the relevant construction milestones are delayed. This significantly reduces the risk of the Purchaser as compared to the 'Time Linked Payment Plan' option and the Purchaser has entered into this Agreement after taking into account the advantages and risks of the 'Construction Progress Linked Payment Plan'. The Company has agreed to accept the aforesaid Total Consideration on the specific assurance of the Purchaser that the Purchaser:-

(i) shall make payment of the installments as stated in Annexure "2" hereto, without any delay or demur for any reason whatsoever and

shall observe all the covenants, obligations and restrictions stated in this Agreement and

on this Agreement and sometimes that any breach or failure to observe the aforesaid venants, obligations and restrictions would constitute a major pleach of the terms of this agreement by the Purchaser.

is cladified and the Purchaser accords his irrevocable consent to the company to appropriate any payment made by him/her/it, notwithstanding any communication to the contrary, in the following manner:

(i) Firstly towards any cheque bounce charges in case of dishonour of cheque or any other administrative expense incurred by us towards your booking
 (ii) Secondly, towards interest as on data of data at data at data.

Secondly, towards interest as on date of delayed payments Thirdly, towards costs and expenses for enforcement of this Agreement and recovery of the Total Consideration, dues and takes payable in respect of the Unit;

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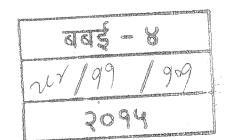
- (iv) Fourthly, towards outstanding dues including Total Consideration in respect of the Unit or under the Agreement
- 5.4. Under any circumstances and except in the manner as aforesaid, no express intimation or communication by the Purchaser, with regard to appropriation/application of the payments made hereunder shall be valid and binding upon the Company.

6. CONSTRUCTION AND DEVELOPMENT

- 6.1 The Company shall, subject to the terms hereof, construct the Building in accordance with the approvals and/or plans, designs and specifications and amendments thereto as approved by the concerned local authority. The Purchaser is aware that while the Company has obtained some of the Approvals certain other Approvals are awaited. Having regard to the above position, the Purchaser has entered into this Agreement without any objection or demur and agrees not to raise and waives his right to raise any objection, in that regard. Without prejudice to the aforesaid, the Purchaser hereby confirms that the Company shall be entitled to amend and modify the plans of the Project, the Buildings, the Building or the Unit, provided that such amendment/modification shall not result in reduction in the carpet area of the Unit. It is clarified that in the event, the final carpet area of the Unit is more than the Carpet Area agreed to be provided hereunder, the Purchaser agrees and undertakes to pay additional consideration to the Company for such excess area on pro rata basis, based on the Total Consideration stated in clause 5.1 hereinabove.
- The Company reserves to itself, without any demur or objection of the Purchaser, the right to lay out further additional construction on the said Property. The Purchaser is aware that the Company is developing and constructing the Buildings on the said Property and may construct further upper floors on the Building and/or the Buildings on the said Property, as aforesaid, by using the available and/or acquired FSI/TDR/any other available means of development. The Purchaser hereby accords his unconditional and irrevocable consent to the Company for the construction of the Buildings and additional upper floors on the Building. The Purchaser has no objection and undertakes not to raise any objection and the rights of the Purchaser to make any such claims and the rights if any in this regard are and shall be deemed to have been waived.

The Company, if permitted by the appropriate authorities, reserves to itself the right to transfer the construction permissible on the said Property or transfer to the said Property for construction permissible on any other property and lay out such construction accordingly at any time. The Purchaser hereby accords his irrevocable consent to the same and undertakes not to raise any objection to such construction by Company and waives his rights to raise such objection or make any claims in that regard.

The Company shall be at liberty and is entitled to complete any portion/floor/wing/part of the Building and apply for and obtain Part Occupation Certificate thereof. When offered, the Purchaser shall be obliged and undertakes to take Unit for possession (for fit outs) on the



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basis of such Part Occupation Certificate which relates to the Unit. In such an event, the Company shall, without any hindrance or objection by the Purchaser, be entitled to carry out by itself or through its contractors or otherwise the remaining work in respect of the Building and/or the Property even if the same causes any nuisance and annoyance to the Purchaser.

6.5 The Purchaser agrees that till such time that the conveyance of the said Property in favour of the Federation or Ultimate Organizations is executed, the Company shall retain with itself all the rights on the terrace of the said Building either by themselves or through their nominee(s) or assignees as the case may be (including the right to exclusively commercially exploit the same including but not limited to installing antennae of various telecom and other service providers) and the Purchaser agrees not to raise any objection or make any claims in that regard and the claims in that regard shall be deemed to have been waived. Subject to the aforesaid, the Company shall be at absolute liberty to allot/assign the said right to such person/s in the manner as they may deem fit and proper.

SECURITIZATION OF THE TOTAL CONSIDERATION

The Purchaser hereby accords/grants his irrevocable consent to the Company to securitize the Total Consideration and/or part thereof and the amounts receivable by the Company hereunder and to assign to the banks / financial Institutions the right to directly receive from the Purchaser the Total Consideration / or part thereof. The Purchaser upon receipt of any such intimation in writing by the Company agrees and undertakes, to pay without any delay, demur, deduction or objection to such Bank / Financial Institutions, the Total Consideration or part thereof and/or the amounts payable herein. The Company covenants that the payment of such balance Total Consideration or part thereof in accordance with the terms hereof, by the Purchaser to the Bank /

Financial Institutions, shall be a valid payment of consideration of part thereof and discharge of his obligations hereunder.

8. LOANS AGAINST THE UNIT

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It is hereby expressly agreed that notwithstanding that the Purchaser approaches/has approached any Banks/Financial Institutions for availing of a loan in order to enable the Purchaser to make payment of the Total Consideration or part thereof in respect of the Unit to the Company and/or mortgaged/mortgages the Unit with such Banks/Financial Institutions (which is to be subject to issuance by the Company of a No-Objection Letter in favour of such Banks/Financial Institutions) for repayment of the loan amount, it shall be the sole and entire responsibility of the Purchaser to ensure that the timely payment of the Total Consideration or the part thereof and/or the amounts payable of the payment to such Banks/Financial Institutions).

epayment to such Banks/Financial Institutions of any such loan or any part thereof taken by the Purchaser. All costs in connection with the procurement of such loan and mortgage of the Unit and Salary borne and incurred by the Purchaser. Notwithstanding the

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provisions hereof, it is clarified that until all the amounts (including total consideration, contribution, CAM Charges, Property Tax, Society and Other Charges, any other costs, expenses, penalties payable on or before the Date of Offer of Possession (for Fit Outs) payable hereunder have not been paid, the Company shall have a lien on the Unit to which the Purchaser has no objection and hereby waives his right to raise any objection in that regard.

- The Purchaser hereby expressly agrees that so long as the aforesaid loan remains unpaid/outstanding, the Purchaser subject to the terms hereof, shall not sell, transfer, let out and/or deal with the Unit in any manner whatsoever without obtaining prior written permission of the Company and/or such Banks/Financial Institutions. The Company shall not be liable for any of the acts of omission or commission of the Purchaser which are contrary to the terms and conditions governing the said loan. It shall be the responsibility of the Purchaser to inform the Ultimate Organization/Federation about the lien/charge of such Banks/Financial Institutions and the Company shall not be liable or responsible for the same in any manner whatsoever.
- The Purchaser shall indemnify and keep indemnified the Company and its successors and assigns from and against all claims, costs, charges, expenses, damages and losses which the Company and its successors and assigns may suffer or incur by reason of any action that such Banks/Financial Institutions may initiate on account of such loan or for the recovery of the loan amount or any part thereof or on account of any breach by the Purchaser of the terms and conditions governing the said loan in respect of the Unit.

9. CAR PARKING

The Purchaser is aware that as a part of the Building and as a common amenity, the Company is constructing several car parking spaces to be used by the purchasers of the units of the Building/s. At the request of the Purchaser, the Company hereby allocates to the Purchaser car parking spaces as set out in Annexure -2 hereto (hereinafter referred to as "the said Car Parking Spaces"). The exact location of the Car Parking spaces allocated to the Purchaser shall be finalized by the Company at the time of handing over the possession of the Unit. The Purchaser is aware that the Company has in the like manner allocated and shall be allocating other car parking spaces to several purchasers of the units in the Building/s and undertakes not to raise any objection in that regard and the rights of the Purchaser to raise any such objection shall be deemed to have been waived. The Purchaser hereby further warrants and confirms that the Purchaser shall, upon formation of the Ultimate Organization and/or execution of Conveyance, as contemplated herein, cause such Ultimate Organization/Federation to confirm and ratify and shall not and/or shall cause the Ultimate Organization not to alter or change the allocation of car parking spaces in the manner allocated by the Company to the various purchasers (including the Purchaser herein) of the Unit in the Building.



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10. <u>REGISTRATION</u>

It shall be the responsibility of the Purchaser to immediately after the execution of this Agreement, at his own cost and expense, lodge the same for the registration with the Sub-Registrar of Assurances. The Purchaser shall forthwith inform the Company the serial number under which the same is lodged so as to enable the representative of the Company to attend the office of the Sub Registrar of Assurances and admit execution thereof. The Company may extend assistance/cooperation for the registration of this agreement, at the cost and expense of the Purchaser. However, the Company shall not be responsible or liable for any delay or default in such registration.

11. FIT OUTS AND POSSESSION

- 11.1 Subject to the Purchaser not being in breach of any of the terms hereof and the Purchaser having paid all the dues and amounts hereunder including the Total Consideration, the Company shall endeavor to provide the Unit to the Purchaser for fit outs on or before the date as set out in Annexure "2" hereto. The Company shall endeavor to make all necessary submissions to obtain the occupation certificate in respect of the Unit of the Building and make available the key Common Areas and Amenities in respect of the Building within a period of 1 (One) year from the Date of Offer of Possession (for Fit Outs) as set out in Annexure "2" hereto and this shall be deemed to be the final possession of the Unit.
- 11.2 The Company shall without being liable to the Purchaser, be entitled to a grace period of 1 (One) year beyond the aforesaid dates mentioned in the Clause 11.1. The date on which the occupation certificate is issued (or deemed to be issued as per the relevant provisions of legislation) shall be deemed to be the "Date of Offer of Possession".
- Delay in handover of possession (for fitouts) Subject to the provisions of Clause 11.5 hereof and the Purchaser having paid all the amounts due and payable hereunder, in the event the Company fails to offer the possession of the Unit for fit outs by the date stated in Annexure 2 and the aforesaid grace period, then within 30 (thirty) days of expiry of such grace period, the Company shall inform the Purchaser the revised date by which the Unit is likely to be ready for being offered for possession for fit out. Upon expiry of such grace period, the Purchaser may elect to continue with this Agreement in which case, the date of offer of possession for fit outs mentioned in Annexure 2 shall stand revised to and substituted by the revised date of offer of possession for fit outs as ommunicated by the Company. Alternatively, the Purchaser may by

property of 90 days from the expiry of the aforesaid grace period. In the the said period of 90 days or is received by the Company within the purchaser shall, without the Company being liable to the Purchaser, the Purchaser shall deemed to continue with the Agreement to Sell and Agreement. In the event that the terminate

Agreement. In the event that the termination is done within 90 days from the expiry of the aforesaid grace period, the Company shall refund to the Purchaser the Total Consideration amount or part thereof paid by

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the Purchaser in 12 equal monthly installments through post dated cheques together with simple interest thereon at the rate of 12% per annum from the date of receipt of the Total Consideration or part thereof till repayment. The first monthly installment shall commence from the 13th month of the date of receipt of the said letter of termination and ending on the 24th month thereof.

Due to regulatory and/or legal reasons, wing in which the unit is located 11.4 is cancelled or construction activity in the said wing has to be stopped for a period exceeding 6 months: Notwithstanding the provisions hereof, in such circumstances, either Party may, by giving notice in writing to the other, elect to terminate this Agreement. Provided that such right to terminate shall be exercised within 90 (Ninety) days of the Company intimating to the Purchaser the existence of the situation aforesaid. In the event of such termination, the Company shall be liable to refund to the Purchaser the Total Consideration or part thereof paid by the Purchaser in respect of the Unit in 12 (twelve) equal monthly installments through post dated cheques together with simple interest thereon at 12% per annum from the date of receipt of the Total Consideration or part thereof by the Company till the date of repayment. The first of such installment shall commence from the 13th month from the date of letter of termination till the 24th month thereof. In the event neither Party terminates this Agreement under this clause within the said period of 90 (Ninety) days, the Parties shall, without being liable to the other, be deemed to have agreed to continue with the Agreement and waived their right to terminate this Agreement except that the date of offer of possession of the Unit shall stand extended by the period during which the reasons aforesaid continue to exist.

> Notwithstanding the provisions hereof, the Company shall without being liable to the Purchaser be entitled to reasonable extension of time for making available the Unit for fit out or completion of said Building beyond the aforesaid dates mentioned in Clause 11, if the same is delayed for reasons beyond the control of the Company including on account of:-

> Non-availability of steel, cement, other building material, water or (i) electric supply, or

> Labour problems, shortage of water supply or electric power or by (ii) reason of any act of God, or

non delivery of possession is as a result of any notice, order, rule or notification of the Government and/or any other public or Competent authority or of the court or on account of delay in issuance or non-issuance or receipt of NOC's, Licenses, Occupation Certificate, Approvals etc. or non availability of essential amenities, services and facilities such as lifts, electricity and water connections or sewage or drainage lines or for any other reason technical or otherwise or for any reason beyond the control of the Company., or.

Economic Hardship.

Delay in receipt of documents and/or Approvals.

The Purchaser shall take the Unit within 15 (fifteen) days of the Company giving written notice to the Purchaser intimating that the Unit is ready





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for fit out. In the event the Purchaser fails and /or neglects to take the Unit within the said period, the Purchaser shall in addition to the CAM Charges, be liable to pay to Company compensation calculated at the rate of Rs. 10/- per sq. ft of the carpet area per month or part thereof from the Date of Offer of Possession (for Fit-Outs) till such time the Purchaser takes the Unit. Notwithstanding the aforesaid, it shall be deemed that the Purchaser has taken the Unit from the expiry of the 15th day of the date of the said written notice. The Purchaser shall alone be responsible/liable in respect any loss or damage that may be caused to the Unit from the expiry of 15 (fifteen) days from the Date of Notice of Possession (for Fit Outs).

12. **DEFECT LIABILITY**

If within a period of 12 (twelve) months from the Date of Offer of Possession (for Fit Outs) the Purchaser brings to the notice of the Company any defect in workmanship of the Unit or the material used thereon (wear and tear and misuse excluded), wherever possible, such defects (unless caused by or attributable to the Purchaser) shall be rectified by the Company at their own costs. In the case it is not possible to rectify such defects, and then the Purchaser shall be entitled to receive from the Company reasonable compensation for rectifying such defect, based on the estimated cost of rectifying such defect as may be determined by the Project Architect of the Company. Provided that the liability of the Company under this clause shall not exceed Rs.5,00,000/-(Rupees: Five Lakhs only).

13. SET OFF / ADJUSTMENT

The Purchaser hereby grants to the Company the unequivocal and irrevocable consent to recover / set off / adjust the amounts payable by the Purchaser to the Company including the Total Consideration, the Society and Other charges, interest and/or Liquidated Damages from the amounts if any. The Purchaser agrees and undertakes not to raise any objection or make any claims with regard to such adjustment / set off and the claims, if any, of the Purchaser, in that regard, shall be deemed to have been waived.

14 **ULTIMATE ORGANIZATION**

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The Purchaser along with other purchasers of Units in the Building shall 141 join in forming and registering the Ultimate Organization/Federation to be known by such name as the Company may in its sole discretion decide for this purpose and from time to time sign and execute the application for registration and other papers and documents necessary for the formation and the registration of the Federation and/or Ultimate Organization and duly fill in, sign and return to the Company within 7

(seven) days of the same being forwarded by the Company to the same being forwarded by the Company to legister the OINT SUBOR hasers, so as to enable the Company ecepton/Ultimate Organization.

9209 he Pulchaser hereto agrees and confirms that the Unit is situated oject land and that the Project Land thall be project to the Federation of Ultimate Organization (s) (if applicable), Ultimate Organization (if Federation is not applicable). Such conveyance shall be

executed at anytime after the operations of the Building are taken over

by the Ultimate Organization and upon request of the Federation of Ultimate Organization (s) (if applicable)/Ultimate Organization (if Federation is not applicable) to such effect, and subject to the entire consideration and all outstanding dues being paid by each of the unit purchasers who has purchased a unit in the said Building. Any conveyance executed prior to the completion of the entire development on the said Property shall only be in relation to the structure of the Building along with the FSI consumed in such Building and subject to the right of the Company to dispose off any unsold flats,, if any and receipt of the entire consideration amount and outstanding dues from the flat purchasers consume entire balance FSI, balance TDR and any additional future increase in FSI and TDR, additional FSI due to change in law or policies of the government or local authority on the said Property and to use all internal roads and all the facilities, amenities and services for such future and/or ongoing development or otherwise. It is understood that there may be portions of the said Property which do not form part of the Project Land and such portion(s) of the said Property beyond the Project Land may be used for any purpose as permitted in the regulations/law by the Company and the Federation/Ultimate Organization shall have no claim or control over the same.

- 14.3 The Purchaser agrees and undertakes to cause the Ultimate Organization to ratify and confirm that the name of the Building/Federation and/or Ultimate Organization shall not be changed without the prior written consent of the Company. The Purchaser is also aware for various other buildings to be constructed on the said Property, various such ultimate organizations may be formed as per the terms decided between the Company and the purchasers in the said Buildings.
- 14.4 It is further clarified that save and except the rights agreed to be conferred upon the Purchaser and/or the Ultimate Organization and/or the Federation, no other rights are contemplated or intended or agreed to be conferred upon the Purchaser or the Ultimate Organization or the Federation, in respect of the Unit, Building or the said Property and in this regard the Purchaser for himself, the Federation and/or the Ultimate Organization, waives all his rights and claims and undertakes not to claim and cause the Federation and/or Ultimate Organization not to claim any such right in respect of Building or the said Property.

It is clarified and the Purchaser agrees and understands that irrespective of the Unit being given to the Purchaser and/or the management being given to the ad-hoc committee of the unit purchasers and/or conveyance of the said Property being conveyed to the Federation/Ultimate Organization, as the case may be, the rights under this Agreement reserved for the Company including for exploiting the potentiality of the said Property shall be subsisting and shall continue to vest in the Company and the Purchaser in this regard for himself and the Ultimate Organization and the Federation waives all his rights in that regard and undertakes and/or cause the Ultimate Organization and/or the Federation not to claim any such rights.

14.6 The Company hereby agrees that they shall before execution of a Deed of Conveyance in favour of the Federation, as contemplated herein, make

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full and true disclosure of the nature of the title to the said Property as well as encumbrances and/or claims, if any in/over the said Property. The Company shall, as far as practicable, ensure that upon such conveyance of the said Property in favour of the Federation, is as far as practicable free from encumbrances. The Federation shall bear and pay all out of pocket expenses including stamp duty and registration charges, if any and the professional fees of the advocates engaged for the aforesaid purpose.

15. FACILITY MANAGEMENT COMPANY

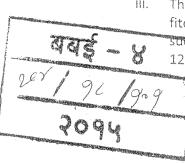
- 15.1 The Purchaser is aware that the Buildings including the Building and maintenance of the common areas and amenities of the Building/Property the provision of services including the Club shall be managed by a Facility Management Company (FMC) appointed by the Company for a period upto 60 (sixty) months commencing from the date of offer of the Unit for possession (for fit outs) and thereafter, which may be decided by the Ultimate Organization/Federation. The Purchaser alongwith the other purchasers of the Units shall be entitled to avail of the services to be provided or arranged by or through the FMC at a cost or charges that may be fixed by the FMC. All common costs, charges and expenses that may be claimed by the FMC shall be to the account of and borne by the Purchasers of the Unit and/or Units in the Building. These common costs shall be shared by all such purchasers on pro-rata basis determined by the Company and/or FMC, which determination shall be binding on the Purchaser.
 - 15.2 The Purchaser agrees and undertakes to cause the Ultimate Organization/Federation to be bound by the rules and regulations that may be framed by the FMC from time to time. The Purchaser alongwith the other purchasers in the Building shall undertake and cause the Ultimate Organization/Federation to ratify the appointment of the FMC as aforesaid.
- The Purchaser is aware that the development seeks to provide a superior quality of services and facilities for its residents and for such purpose, the Company has/shall enter into agreements with various third parties/operators ("Service Providers") in relation to the operation of certain facilities/amenities which are located in constructed spaces that have not been counted in FSI ("FSI Free Constructed Spaces") by the concerned authorities on account of such spaces facilitating the UB-RE General Comfort of the purchasers. The terms of such arrangements are the binding on the Purchaser and the Ultimate Organization, subject to the following restrictions:

Such FSI Free Constructed Spaces cannot be sold. The tenure for use sold the FSI Free Constructed Spaces by the Service Providers shall pot exceed 30 (thirty) years

pon formation of the Ultimate Organization, the Ultimate Organization shall have ownership of such FSI Free Constructed Spaces, subject to the other terms and conditions of the arrangements with the Service Providers.

The Company shall be entitled to first recover the cost of inter alia fitouts, furnishings and equipment provided by the Company for such FSI Free Constructed Spaces, along with interest thereon @ 12% p.a. (calculated from date of investment till the date of

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repayment) from the profit share/revenue share/rent payable by the third parties/operators. Any amount from the profit share/revenue share/rent payable by the third parties/operators in excess of this shall be paid to the Ultimate Organization only and the Company shall not have any right in such amount.

- iv. Any external members of such facility(ies) shall abide by the security, dress and behavorial guidelines that would apply to the residents of the Building.
- 15.4. The Purchaser is aware that the Company is not in the business of or providing services proposed to be provided by the FMC or through the FMC. The Company does not warrant or guarantee the use, performance or otherwise of these services provided by the respective Service Providers/FMC. The Parties hereto agree that the Company is not and shall not be responsible or liable in connection with any defect or the performance/non performance or otherwise of these services provided by the respective service providers/FMC.

16. <u>COMMON AREAS AND AMENITIES, RESTRICTED AREAS AND AMENITIES</u> AND CLUB:

16.1 The Company shall make available the Common Areas and Amenities as set out in Annexure "3" hereto.

16.2 Restricted Areas and Amenities

Upon making full payment of all amounts due under this Agreement and completion of the Building, the Purchaser shall be entitled to use the facilities of the "CLUB", which is proposed to be constructed on the portion of the said Property under the control of FMC or any other person nominated by the FMC. The number of club members permitted to use the Club is as stated in Annexure 2 hereto. For any additional memberships, the same shall be permitted only if they are full-time members of the Unit and on payment of fees as may be decided by the FMC from time to time. Similarly, charges for any guests shall be determined by the FMC. The membership will be subject to the terms and conditions, rules and charges, as may be framed /levied from time to time by the operator(s) of "the CLUB". The Purchaser hereto is aware that the Company is constructing one or more club/s in the Property and the Purchaser shall have access only to the club/s in respect of his Building. The Purchaser undertakes to be bound by the rules framed by the FMC/Company with regard to the access to the Club/s and/or clubs in the Project and the Purchaser hereby waives his right to raise any objection in this regard. The right to use the facilities at the Club shall be personal to the Purchaser of the Unit in the Building and shall not be transferable in any manner to any third person or party whatsoever. In the event that the Unit in the Building is sold/transferred by the Purchaser then the Purchaser shall be deemed to have transferred the right to utilize the said facilities as well as the membership to the then purchaser/transferee of the Unit. It is, however, clarified that that the Company/Operator shall be entitled to grant membership rights to such other person(s) as they may deem fit to be and the Purchaser shall not be entitled to object to the same. The Purchaser shall be obliged to pay the charges, if any, levied by the operator of the Club for specific service(s) availed of by the Purchaser. The Purchaser shall, in addition to





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the Total Consideration and other amounts payable hereunder, at the time the Unit is made available to the Purchaser for fit-outs, be obliged to and agrees to pay to the Company towards non-refundable club membership admission service/user fees the amount as set in Annexure "2" hereto in respect of the "Club" from the month the services of the Club are made available to the purchasers of the units in the Building. It is clarified that certain facilities shall have usage charges in addition to the said club membership charges and same shall be payable on or before the Date of Offer of Possession (for fit outs)., as specified by the Company, along with applicable taxes. The membership to the Club shall be renewal on such the terms, conditions and charges may be imposed by the Operator of the Club, as the case may be.

16.3 The Company does not warrant or guarantee for use, performance or otherwise provided by the operator of the Club. The Parties hereto agree that the Company shall not be responsible and/or liable in connection with any deficiency or the performance/non performance of the services or otherwise provided to the Purchaser.

17. CHARGES, PROPERTY TAXES AND EXPENSES

17.1 SOCIETY AND OTHER CHARGES

The Purchaser shall on or before the Date of Offer of Possession (for fit outs), in addition to the Total Consideration, pay to the Company the Society and Other Charges set out in Annexure 2 hereto, CAM Charges, Property Tax and Building Protection Deposit.

17.2 <u>CAM CHARGES</u>

17.2.1 The Purchaser shall pay the CAM Charges at the rate as set out in Annexure "2". These CAM Charges shall be estimated/calculated on the basis of the basis of 'costs incurred by the FMC' + 20% margin (excluding utility costs). The 'costs incurred by FMC' shall include all direct costs and indirect costs / overheads allocable to the providing of the CAM services for the said Building. However, the said CAM charges shall not include the cost associated with Diesel (or any other fuel) consumption and electricity/HVAC consumption within the Unit which shall be payable by the Purchaser on monthly basis based on actuals. Further, Property Taxes shall not form part of the CAM charges and same shall be dealt with as per the Clause 17.3.

Sub-Record the Purchaser shall be obliged to pay the same in advance on/before the day of each quarter. The Purchaser shall be liable to pay interest at 18% ha., quarterly compounded, for any delayed payment.

The EVC shall provide reconciliation of the expenses towards CAM charges on/before 30th June after the end of the relevant Financial Year and the Parties hereto covenant that any credit/debit thereto shall be settled on/before 30th August.

For the purposes of avoidance of doubt, it is clarified that the CAM Charges shall commence from 30 (thirty) days after the Date of Offer of Possession (for fit outs), regardless of whether the Purchaser takes such possession (for fit outs) or not. Such date shall be referred to as "CAM

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Commencement Date". In such cases that the unit/s are sold after the Date of Offer of Possession (for fit outs), the CAM for the unit shall commence from the date of which the last installment of the consideration amount (excluding society, maintenance and equivalent charges) is payable as per the agreed terms of allotment plus 15 (fifteen) days.

- 17.2.5 The Purchaser is aware that the CAM charges stated hereinabove are provisional and based on estimates at the time of sales launch of the development. The said amount is subject to inflation increases as per market factors (currently estimated @ 7.5%-10% p.a.). Further, these charges are subject to the revision every 12 months after the Date of offer of Possession (fit outs) by 7.5%-10% p.a. In case the increase is to be higher than this amount, the same will have to be mutually agreed between the Purchaser and the FMC.
- 17.2.6 The Purchaser undertakes to make payment of the estimated CAM charges for the first 18 (eighteen) months within 30 (thirty) days from the date of offer of the Unit for Fit Outs.

17.3 PROPERTY TAXES

- The property tax, as may be determined from time to time, shall be borne and paid by the Purchaser, separately from any of other consideration / levy / charge/ CAM Charges, etc. The said amount shall be paid by the Purchaser on/before 30th April of each financial year, based on the estimate provided by the FMC, which shall provide the said estimate on/before 15th April of the said financial year. The Purchaser shall be liable to pay interest at 18% p.a., quarterly compounded, for any delayed payment. The actual amount paid for the property tax shall be reconciled and paid back / balance paid in the month of March of the said Financial year. For the purposes of this Agreement, the Financial Year is assumed to be from April to March.
- 17.3.2 The Property tax shall be collected on the basis of applicability from CAM Commencement Date (as defined herein). The actual amount of Property Tax payable shall be as per the demand(s) raised by the concerned authorities and at upon receipt of such demand, the Company shall pay the amount collected from all the purchasers of the said wing/Building directly to the authorities and provide the receipt for the same to the Ultimate Organization. If there is any shortfall between the amount deposited with the Company by the Purchasers towards 'Property Tax' and the demand raised by the authorities ("Shortfall Amount"), the Company shall inform the purchasers of such shortfall and the purchasers shall be liable to ensure that the same to the Company is paid within 7 (seven) days of such intimation. The Company shall not be responsible for any penalty/delay/action on account of such Shortfall Amount and the same shall entirely be to the account of the Purchasers. In case there is any surplus amount collected vis-à-vis the demand raised by the authorities, the same shall be handed over to the Ultimate Organization at time of handover of the affairs of the Ultimate Organization to the Purchasers.









17.3.3 The Purchaser undertakes to make payment of the estimated property tax for the first 18 (eighteen) months simultaneously with the CAM Charges amount becoming payable as per the terms stated herein.

17.4. BUILDING PROTECTION DEPOSIT

- 17.4.1 The Purchaser shall within 15 (fifteen) days from the date of offer of the Unit for fit outs, pay to the Company, the Building Protection Deposit set out in Annexure 2 hereto.
- 17.4.2 The Building Protection Deposit shall be returned to the Purchaser after completion of fit-out work by the Purchaser and subject to the possession policy and permissible changes policy of the Company. In the event that the Purchaser violates/fails to comply with the possession policy and permissible changes policy of the Company/FMC, then the Purchaser undertakes to rectify/restore the Unit within 15 (fifteen) days at his costs, expenses and risk. In the event that the Purchaser fails to rectify/restore the Unit within the time period stated hereinabove, the Company /FMC shall be entitled to rectify/restore the Unit at the costs and risk of the Purchaser. The costs and expenses incurred by the Company /FMC in this regard shall be recovered from the Building Protection Deposit. The Company /FMC shall be entitled to date the said cheque and deposit the same for recovery of the amount the Purchaser shall ensure that sufficient balance is maintained in the account and shall not close the said bank account or issue any instructions for stop payment etc. The Purchaser hereto provides unconditional, and irrevocable consent to the Company to insert date on the cheque, as per its sole discretion and the Purchaser has no objection to the same and waives all his/her/its rights to raise any objection in future. Further, in case any excess amounts are to be recovered from the Purchaser, the Company /FMC shall raise bills/invoices on the Purchaser and the Purchaser undertakes to pay the same within 15 (fifteen) days from the date of such invoice. In case the Purchaser refrains from paying the extra amount, the same shall be adjusted from the CAM charges duly paid by the Purchaser and shall be reflected as arrears and shall be claimed from the Purchaser by the Ultimate Organization, at the time same is formed.

17.4.3 The Purchaser hereto agrees and acknowledges that, in order to claim the return of the said Building Protection Deposit, the Purchaser shall notify the Company about completion of all fit-out or interior works in the Unit. On receiving this notification, the Company representatives/nominees thall inspect the Unit, its immediate vicinity and attached Common Areas and Amenities like lift lobbies, etc. for compliance with possession policy and policy on permissible changes. If all changes made by the customer are in adherence to permissible changes policy then the Building Protection Deposit will be returned.

The event the of any violations are observed by the Company's representatives/nominees then same will be intimated to the Purchaser and the Purchaser shall get the same rectified within 30 (thirty) days from the date of at the said intimation at his / her/its cost and risk. In the event the Purchaser fails to do the same, then the Company shall get the same rectified at cost and risk of the Purchaser. The Purchaser shall be

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solely responsible for all costs incurred in this regard — these costs, shall be recovered from the Building Protection Deposit.

17.4.5 Notwithstanding anything contained herein, in case of cheque being dishonoured, an extra penalty of 36% per annum on the amount of Building Protection Deposit will be payable by the Purchaser.

17.5 LAND/PROPERTY TAX REIMBURSEMENT CHARGES

The Purchaser undertakes to pay the Company on or before the Date of Offer of Possession, the land/property reimbursement charges for the period of start of construction till the Date of Offer of Possession (for Fit outs) for the amounts specified in Annexure 2 herein. The Purchaser is aware that the Land/Property Reimbursement Tax stated herein is provisional and in case the amount is higher than this amount, the Purchaser shall pay such increased amount as specified by the Company. Any delayed payment of the said Land/Property Reimbursement Tax shall carry interest at 18% p.a. quarterly compounded from the due date till the date of realization

- 17.6 Any delay or default in payment of the said amounts under this Clause 17 shall constitute a breach of the terms of this Agreement and the Purchaser shall also be liable to pay interest thereon calculated at 18% per annum compounded quarterly.
- 17.7 The Company shall maintain a separate account in respect of sums received by the Company from the Purchaser as advance or deposit, sums received on account of the share capital for the promotion of the Ultimate Organization towards the outgoings, legal charges and shall utilize the amount only for the purposes for which they have been received

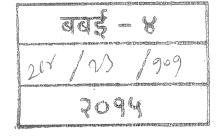
18. TAXES AND LEVIES

The Purchaser agrees that all levies, charges, cess taxes (direct or indirect), assignments of any nature whatsoever (present or future), including but not limited to Service Tax and Value Added Tax (VAT), GST, Stamp Duty, Registration Charges as are or may be applicable and/or payable on the Total Consideration, Society and Other Charges in respect of the Unit or otherwise shall be solely and exclusively borne and paid by the Purchaser.

19. INTEREST

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The Purchaser agrees to pay to the Company interest at 18 percent per annum, quarterly compounded, on all the amounts including the Total Consideration or any part thereof, which become due and payable by the Purchaser to the Company under the terms of this Agreement from the date the said amount becoming due and payable by the Purchaser to the Company, till the date of realization of such payment. The Purchaser confirms that the payment of interest by the Purchaser shall be without prejudice to the rights and remedies of the Company and shall not constitute a waiver by the Company, unless specifically provided by the Company in writing. The Purchaser confirms and accepts that the rate of interest prescribed in the Agreement is just and reasonable having regard







to the huge costs involved in the procurement of the rights in respect of the Property, the development of the Property, the cost of the funds at which lenders generally provide funding to developers and/or the loss or damage likely to be caused on account of default/delay in payment of the amounts by the Purchaser hereunder. The Purchaser also confirms and agrees that the rate of interest payable by the Company upon refund of the Total Consideration or part thereof under Clauses 11 is just and proper having regard to the rate of interest at which the loans are made available by the Bank and Home Finance Companies to the individual purchasers for purchase of the units and the Purchaser waives his right to raise any objection or make claims to the contrary, in that regard.

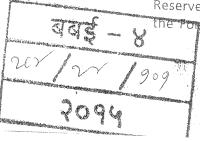
20. PURCHASER'S COVENANTS

The Purchaser for himself with intention to bring all persons into whosoever hands the Unit may come, doth hereby covenant with the Company as follows:-

- a. To maintain the Unit at the Purchaser's own cost in good tenantable repair and proper condition from the Date of Offer of Possession (for Fit Outs) and shall not do or suffer to be done anything in or to the Building in which the Unit is situated, or to the staircase or any passages in which Unit may be situated against the rules, regulations or bye-laws or concerned local or any other authority or change / alter or make addition in or to the Building in which the Unit is situated and the Unit itself or any part thereof.
- b. The Building name shall not be changed at any time by the Purchaser or the Ultimate Organization without the prior written consent of the Company.
- c. The Purchaser shall only upon obtaining and after receipt of the Occupation Certificate, use the Unit or any part thereof or permit the same to be used for purpose of residence and not for commercial use or as a guest house by whatsoever name and shall use the Car Parking Space only for purpose of keeping or parking the Purchaser's own vehicle/s.

 d. The Purchaser if resident outside to the purpose of the purchaser if resident outside to the purchaser.

The Purchaser, if resident outside India, shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Company with such permission, approvals which would enable the Company to fulfill its obligations under this Agreement. Any fund, transfer of security, if provided in terms of the Agreement hall be made in accordance with the provisions of Foreign change Management Act, 1999 or statutory enactments or mendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law . The Purchaser understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under oneign Exchange Management Act, 1999 as amended from



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time to time. The Company accepts no responsibility/liability in this regard. The Purchaser shall keep the Company full indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser to intimate the same in writing to the Company immediately and comply with necessary formalities if any under the applicable laws. The Company shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser and such third party shall not have any right in the application/allotment of the said Unit applied for herein in any way and the Company shall be issuing the payment receipts in favour of the Purchaser only.

e. Not to store in the Unit any goods which are of hazardous, combustible or of dangerous nature so as to damage the construction or structure of the Building in which the Unit is situated or storing of such goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages on upper floors which may damage or likely to damage the staircases, common passages or any other structure of the Building in which the Unit is situated, including entrances of the Building in which the Unit is situated and in case any damage is caused to the Building in which the Unit is situated or the Unit on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the Breach.

To carry at his own cost, all internal repairs and maintain the Unit in the same condition, state and order in which it was delivered by the Company to the Purchaser and shall not do or suffer to be done anything in or to the Building in which the Unit is situated which may be given as per the rules, regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and / or other public authority.

Not to carry out any additions or alterations in the Unit and/or Building which affect the structure, façade and/or services of the units/wing (including but not limited to not making any change or to alter the windows and/or grills provided by the Company) and the Company shall not be responsible, if additions and alterations are done in the Unit and/or the Building by the Purchaser (or any agent thereto), in violation of building regulations.

The Purchaser is aware that (i) a slum re-development; (ii) a Government Car Park; and (iii) a dispensary will be the part of this Project and the FSI/TDR/any other available means of development may be used by the Company on the Property and the Purchaser confirms and provides its unconditional and irrevocable consent to the same and waives its right hereto to raise any objection to the same.

Not to make any changes to the common area/lobby and structural changes in the Building. The Purchaser shall not relocate brick walls onto any location which does not have a beam



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to support the brick wall. The Purchaser shall not change the location of the plumbing or electrical lines (except internal extensions). Further, the Purchaser shall not change the location of the wet/waterproofed areas. The Purchaser agrees to comply with the possession policy and the permissible changes policy of the Company as amended from time to time.

j. Not to demolish or cause to be demolished the Unit or any part thereof, nor at any time make or cause to be made any structural addition or alteration of whatever nature in or to the Unit or any part thereof, nor any alteration in the elevation and outside color scheme of the building in which the Unit is situated and shall keep the portion, sewers, drains pipes in the Unit and appurtenances thereto in good tenantable repair and condition, and in particular so as to support shelter and protect the other parts of the building in which the Unit is situated and shall not chisel or in any other manner damage or cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Unit without the prior written permission of the Company and/or the Ultimate Organization.

k. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the portion of the said Property and the Building in which the Unit is situated or any part thereof or whereby any increase in the premium shall become payable in respect of the insurance.

Not to throw dirt, rubbish, rags, garbage or other refuse or permit
the same to be thrown from the Unit in the compound or any
portion of the said Property and/or the Said Building in which the
Unit is situated.

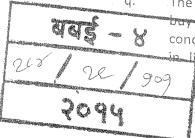
m. Ensure and cause the Ultimate Organization that the Building is painted once every 5 years and kept in good and proper condition.

n. Not to put any wire, pipe, grill, plant, outside the Unit and not to dry any clothes and not to put any articles outside the Unit or the windows of the Unit.

The Purchaser is aware that in order to ensure safety of the workmen and the Purchaser, the Purchaser shall not be allowed to visit the site during the time that the Building is under construction. The Company shall provide photographic updates of the construction progress (quarterly or half-yearly basis). Further, the Purchaser shall also be given the opportunity for inspecting Unit prior to taking possession (for fit outs).

to put any claim in respect of the restricted amenities induding open car parking space, open space, stilt parking, fuarding, gardens attached to other Units or terraces and the same are retained by the Company as restricted amenities. The Purchaser is aware that certain parts of the building shall be allocated for exclusive use of certain users/residents. The price of the Unit has been determined taking this into consideration and the Purchaser waives his right to raise any dispute in this regard.

The Purchaser is aware that various purchasers have chosen to buy unit (s) in the development with the assurance that the conduct of all users of the development shall be appropriate and in line with high standards of social behavior. Similarly, the



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Company has agreed to sell this Unit to the Purchaser on the premise that the Purchaser shall conduct him/her/itself in a reasonable manner and shall not cause any damage to the reputation of or bring disrepute to or cause nuisance to any of the other purchasers in the project and/or the Company and/or the development. Any Purchaser which indulges in any action which does not meet such standards shall be construed to be in default of his/her/its obligations under this Agreement.

To pay to the Company within 7 (seven) days of demand by the Company its share of security deposit demanded by concerned local authority or government or giving water, electricity or any other service connection to the Building in which the Unit is situated. To pay to the Company within 7 (seven) days of demand by the Company, his share of HVAC and Diesel consumptions charges in the Unit which will be calculated on a prorata basis.

s. The Purchaser is aware that brickwork, plaster, flooring and painting, whether internal or external, may be initiated and demanded by the Company at any stage during the construction cycle. The Purchaser undertakes to make payment of the same as and when demanded.

t. To clear and pay increase in local taxes, development charges, water charges, insurance and such other taxes, fees, levies, if any, which are imposed by the concerned local authority and / or government and / or other public authority, on account of change of user of the Unit by the Purchaser viz user for any purposes other than for residential or otherwise.

The Purchaser acknowledges that as on the Date of Offer of Possession (for fit outs), works in the Unit shall be complete and the Unit shall have regular water and electricity supply, as well as lift access. There may be certain works which may be ongoing in the Building/Property at such time but all due care shall be taken to ensure that the fit outs of the Unit are not affected in any manner by such works. It is clarified that the Offer of Possession (for fit outs) entitles the Purchaser to carry on interior and other related works in the Unit but does not entitle the said Unit to be occupied till such time that the Occupation Certificate is received in relation to the said Unit.

The Purchaser shall not sell, lease, let, sub-let, transfer, assign or part with Purchaser's interest or benefit under this Agreement or part with the possession of the Unit till such time that the occupation certificate of the Unit is received, all the amounts payable by the Purchaser are paid in full and the Purchaser is not in breach of any of the terms and conditions of this Agreement. Any sale/transfer of the Unit after this time shall require written approval from the Ultimate Organization (and till such time that the Ultimate Organization is formed, of the Company) to ensure that the inherent nature of the society is not compromised by bringing in any member who does not subscribe to the guidelines and/or objectives of the Ultimate Organization. Any document for sale/transfer/lease etc which is entered into without obtaining written approval of the Ultimate Organization (and till such time that the Ultimate Organization is formed, of the Company) shall not be valid and not binding on the Company.



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W. The Purchaser shall observe and perform all the rules and regulations or bye-laws which the Ultimate Organization of the said Property may adopt at its inception and the additions, alterations or amendment thereof that may be made from time to time for the protection and maintenance of the Building and the Unit therein and for the observance and performance of the Building rules, regulations and bye-laws for the time being of the concerned local authority and of government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Ultimate Organization regarding the occupation and use of the Unit in the Building in accordance with the terms of this Agreement.

x. The Purchaser agrees and acknowledges that the sample unit constructed by the Company and all furniture's, items, electronic goods, amenities etc. provided thereon are only the purpose of show casing the Unit and the Company is not liable/required to provide any furniture, items, electronic goods amenities etc. as displayed in the sample Unit, other than as expressly agreed by the Company under this Agreement.

y. Until a Deed of Conveyance in favour of the Ultimate Organization is executed and the entire project is declared by the Company as completed, the Purchaser shall permit the Company and their surveyors and agents, with or without workmen and others, at all reasonable times to enter into and upon the Unit, Building and Buildings or any part thereof to view and examine the state and condition thereof.

Z. The Purchaser shall be free to complete the fitout work of the Unit and complete all works required to make the Unit habitable/usable during the period after the Date of Offer of Possession (for Fit outs).

In the event the electric meter of the Unit has not been installed by the Date of Offer of Possession (for Fit Outs), the Company shall be obliged to provide power supply to the Unit. The power supply will be in line with the supply generally provided by the electric distribution company in that area with regard to the duration and voltage. The Purchaser shall pay a fixed monthly sum to the Company for providing this supply, which shall be made known to the Purchaser prior to the handover of the Unit for fit outs.

Notwithstanding anything contained herein, the Purchaser is ware that the Application Money I and the Application Money II only paid by the Purchaser at that time of application for application of the said Unit, is a guarantee/security for the due application of his/her contractual obligations under this of the said the Company is entitled to forfeit the full or part in terms of this Agreement and the Purchaser has no objection to with respect to the same.

The Purchaser is aware that for buildings where construction has commenced and/or completed, all construction related dues need to be completed as demanded by the Company, and the

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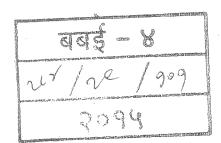
Purchaser has no objection to the same and it waives its/his/her

right to raise any objection with respect to the same. It is agreed that in the event that the Federation or Ultimate dd. Organizations (if applicable) and Ultimate Organization (if no Federation is applicable) has been formed but there is/are unit/s in the Building that are not sold by the Company, till such time that such unsold unit/s is/are sold/leased, the property tax for such unsold units shall be payable by the Company as charged by the competent authorities and the common area maintenance charges shall be payable by the Company for such unsold units from the date of handover of the Ultimate Organization by the Company. It is hereby agreed by the Purchaser (and the Purchaser shall cause the Ultimate Organization/Federation to agree and atify) that the Company shall have the unconditional and evocable right to sell, transfer, lease, encumber and/or create any right, title or interest in the unsold units without any consert/ng-objection of any nature whatsoever in this regard from the Ultimate Organization/Federation and such purchaser of such unsold unit/s shall be and shall deemed to be a member of the Ultimate Organization/Federation. The Purchaser hereby agrees that it shall 5trthwith admit such flat purchasers of the Builder/Promoter as their purchasers and/or shareholders and shall forthwith issue share certificates and other necessary documents in their favour, without raising any dispute or objection to the same, and without charging/recovering from them any fees, donation or any other amount of whatsoever nature in respect thereof. Further, it is hereby agreed that the purchaser/lessees/occupants of these unsold unit/s shall enjoy and shall be entitled to enjoy all rights and privileges with respect to the use of the common areas, amenities and facilities at par with any other member of the Ultimate Organization/Federation. The Purchaser hereto agrees and acknowledges that at the time

of handover of the Ultimate Organization/Federation, the Company shall earmark certain parking spaces for use by such unsold flats and the Purchaser hereby agrees and shall cause the Ultimate Organization/Federation to ensure that these car parking spaces are kept available for use by the purchasers/occupants of the unsold flats.

DEFAULT, TERMINATION AND LIQUIDATED DAMAGES

21. If the customer is in default of any of his/her/its obligations under this 21.1 agreement, including (but not limited to) making payment of all due amounts as per as per schedule stated in Annexure 2 (and interest thereon, if any) within 15 days of the date of the demand letter, the Purchaser shall be deemed to be in default. In the event of such default, the Company shall issue notice to the Purchaser of such default and the Purchaser shall be provided with a further period of 15 days from the date of such notice to cure the said default. In the event that the Purchaser fails to to cure such default within 15 days from the date of notice of such default (or such default is not capable of being rectified), the Company shall have the option to terminate this agreement by sending a termination letter by Regd AD/Speed Post. On such termination, the following shall apply:



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- (a) The allotment/booking/agreement for the said Unit(s) shall stand immediately terminated and the Purchaser shall have no right whatsoever with respect to the said Unit(s), save and except the right to receive refund of amounts as per b. below.
- (b) All amounts paid to the Company by the Purchaser (excluding interest) shall be refunded, after deducting an amount equal to 10% of the value of the consideration for the unit(s) + applicable government levies thereon (if any). The said refund shall be made through Post-dated cheques (PDCs) in 12 equal monthly installments. The first such installment shall commence from the 13th month of the date of the letter of termination till the 24th month thereof. The Purchaser can collect the said cheques at any time from the Company after giving notice by email / letter of atleast 3 working days.

22. <u>MISCELLANEOUS</u>

- Nothing contained in this Agreement is intended to be or shall be construed as a grant, demise or assignment in law of the Unit or of the said Property and Building or any part thereof. The Purchaser shall have no claim with regards to all the open spaces, parking spaces, lobbies, staircase, terraces, gardens attached to the other Units recreation spaces etc., save and except in respect of the Unit hereby agreed to be sold to him/her/them as set out herein.
- All Notices to be served on the Purchasers as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchasers by Registered Post A.D. / Under Certification of Posting at the address specified in Annexure "2" hereto.

23. <u>DISPUTE RESOLUTION AND GOVERNING LAW</u>

- 23.1 If any dispute or difference arises between the Parties at any time relating to the construction or interpretation of this Agreement or any term or provision hereof or the respective rights, duties or liabilities of either Party hereunder, then the aggrieved Party shall notify the other Party in writing thereof, and the Parties shall endeavor to resolve the same by mutual discussions and Agreement.
- 23.2 If the dispute or difference cannot be resolved within a period of 7 (seven) days, from the notice by the aggrieved Party under sub clause 23.1 above, then the dispute shall be referred to Arbitration. Arbitration shall be conducted in Mumbai, India in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any other statutory modifications or replacement thereof. All arbitration proceedings will be in the English language. The Arbitration shall be conducted by a Sole Arbitration who shall be appointed by the Company.

The decision of the Arbitrator shall be in writing and shall be final and ubinding on the Parties. The Award may include costs, including the parties and disbursements. Judgment upon the award may be entered by the Courts in Mumbai.

23.4 This Agreement and rights and obligations of the Parties shall remain in full force and effect pending the Award in any arbitration proceeding he eunder.

This Agreement shall be governed and interpreted by and construed in 23.5 accordance with the laws of India. The Courts at Mumbai alone shall have exclusive jurisdiction over all matters arising out of or relating to this Agreement.

SEVERABILITY 24.

- If at any time, any provision of this Agreement is or becomes illegal, 24.1 invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability in that jurisdiction or any other jurisdiction of any other provisions of this Agreement or the legality, validity or enforceability under the law and all other provisions of the Agreement shall survive.
- The Parties shall negotiate in good faith to replace such unenforceable 24.2 provision so as to give effect nearest the provision being replaced, and that preserves the party's commercial interests under this Agreement.

25. WAIVER

Any delay tolerated or indulgence shown by the Company in enforcing any of the terms of this Agreement or any forbearance or extension of time for payment of installment to the Purchaser by the Company shall not be construed as waiver on the part of the Company of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser nor the same shall in any manner prejudice or affect the rights of the Company.

ENTIRE AGREEMENT 26.

The Parties agree that the Agreement, Schedules, Annexures and Exhibits and Amendments thereto, constitute the entire understanding between the Parties concerning the subject matter hereof. The terms and conditions of this Agreement overrides, supersedes, cancels any prior oral or written all agreements, negotiations, commitments, writings, discussions, representations and warranties made by the Company in any documents, brochures, advertisements, hoardings, etc. and/or through any other medium hereinbefore agreed upon between the Company and the Purchaser which may in any manner be inconsistent with what is stated herein. This Agreement shall not be amended or modified except by a writing signed by both the Parties.

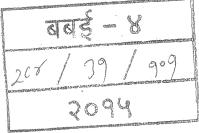
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CORRESPONDENCE

All correspondence including emails should carry the customer ID quoted in Annexure 2 hereto in following manner "CI: xxxxxxxx". Any correspondence not mentioning the customer ID shall be deemed to be non-est/null and void.

CONFIDENTIALITY

The Purchaser hereto agree that all the information, documents etc exchanged to date and which may be exchanged including the contents of this Agreement and any documents executed in pursuance thereof ("Confidential Information") is confidential and proprietary and shall not be disclosed, reproduced, copied, disclosed to any third party or used otherwise without the prior written consent of the Company. The







confidentiality obligations under this Clause shall survive even after handing over of the Unit and is legally binding on the Purchaser and shall always be in full force and effect.

- 28.2 The Purchaser shall not make any public announcement regarding this Agreement without prior consent of the Company.
- 28.3 Nothing contained hereinabove shall apply to any disclosure of Confidential Information if:
 - a) such disclosure is required by law or requested by any statutory or regulatory or judicial/quasi-judicial authority or recognized self-regulating organization or other recognized investment exchange having jurisdiction over the Parties; or
 - b). such disclosure is required in connection with any litigation; or
 - such information has entered the public domain other than by a breach of the Agreement.

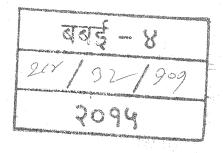
IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands and seals on the day and year first hereinabove written.

SCHEDULE OF PROPERTY

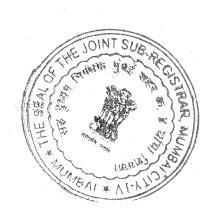
Schedule of Property

All that pieces and parcels of land and structures standing thereon lying being and situated at Parel Tank Road, Mumbai – 400 012 of Parel Sewree Division and having Cadastral Survey Numbers as follows:-

| Cadastral Survey Number | |
|-------------------------|----------------|
| | Area |
| | (in sq. mtrs.) |
| 12/124 | 10593.88 |
| 13/124 | 1616.77 |
| 14/124 | 647.13 |
| Total | 12857.78 |



Que John



Lead

SIGNED AND DELIVERED
BY the withinnamed
KRONA REALTIES PRIVATE LIMITED

The Company abovenamed
Is hereunto affixed pursuant to
through the hands of its Authorised Signatory
on 11 day of Dec 2014

In the presence of:

1. Poatro Salvetar - 47

2. Showlesh more shortesh

SIGNED AND DELIVERED

By the within named Purchaser

Girish Mohanlal Sakaria

Nirmal Mohanlal Sakaria

In the presence of:

1. 1. 2. The same of the same



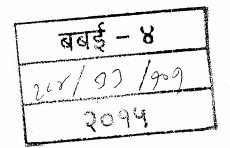


Graffe-

Miremos









Charles.



RECEIVED on the day and year first

Hereinabove written of and from the

Withinnamed Purchaser the sum of

Rs.13740009/- (Rupees One Crore Thirty

Seven Lakhs Forty Thousand Nine Only

Being the amount to be paid by the

Purchaser on execution of these

Presents by Cheque No. 000147, 000151,

000156, 000107

Dated 05.12.2014,08.12.2014,02.01.2015,

05.01.2015

Drawn on Kotak Mahindra Bank

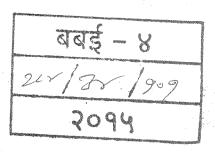
Rs.13740009/-

WE SAY RECEIVED

FOR KRONA REALTIES PRIVATE LIMITED

AUTHORISED SIGNATORY

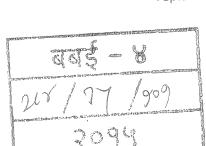






ANNEXURE - 1

- (a) By an Indenture dated 14th August 2002 registered under No BBE-2/3098 of 2002 with the Sub-Registrar of Assurances at Mumbai on 14th August 2012 executed by and between the Provident Investment Company Limited ("PICL") of the one part and Esque Finmark Private Limited ("Esque") of the other part, the said PICL interalia sold and conveyed to and unto Esque the lands bearing part of Old Survey No 124 of Parel-Sewree Division admeasuring 38,750 sq. yards i.e. 32411.71 sq. mtrs (hereinafter referred to as the "Larger Property") for valuable consideration and on the terms, covenants and conditions stated therein.
- (b) Sometime around 2003, the said Cadastral Survey No. 124 of Parel Sewree Division was sub divided into various plots and assigned various Cadastral Survey Numbers.
- (c) By a Grant of Development Rights Agreement dated 9th December 2010 registered under No BBE-3/11723 of 2010 with the Sub-Registrar of Assurances at Mumbai on 10th December 2010 as amended from time to time ("GDR") executed by and between Esque of the one part and the Companyof the other part, the said Esque granted development rights to and unto the said Developers in respect of the part of the Larger Property bearing New Cadastral Survey No. 12/124 admeasuring 10593.88 sq mtrs, New Cadastral Survey No. 13/124 admeasuring 1616.77 sq mtrs and New Cadastral Survey No. 14/124 admeasuring 647.13 sq mtrs of Parel-Sewree Division in aggregate admeasuring 12857.78 sq. mtrs (hereinafter referred to as the "said Property") more particularly described in the Schedule hereinabove, for consideration and on terms and conditions stated therein.
 - (d) In furtherance to the above and as per the terms and conditions of the GDR, Esque has executed and registered a Power of Attorney dated 25th May 2012 under No.BBE1-04544/2012 with the Sub-Registrar of Assurances at Mumbai in favour of the Companyand/or their nominee Padmavati Buildtech and Farms Private Ltd., conferring upon them powers and authorities to carry out development and other acts, deeds, matters and things in connection with the said Property.
 - (e) A part of the said Property has been declared as a slum pursuant to the notification issued by Slum Rehabilitation Authority (SRA).
 - Prior to the execution of the GDR, Esque intended to develop the said Larger Property by constructing a building by name Shanti Darshan on a portion thereof. Between 2003 and 2009 Esque issued letters to various persons (hereinafter referred to as "Allottees") allotting to them the flats in the said proposed building Shanti Darshan. Sometime in the month of October 2010, the Allotment Letters issued to the Allottees were revised/ cancelled with mutual consent and replaced by Revised Letters of Allotment wherein the Allottees were



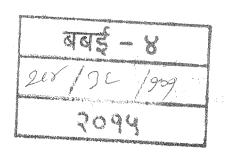
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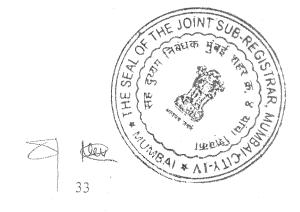
MUMBAI



allotted flats in buildings proposed to be constructed on the balance portion of the Larger Property, excluding the said Property. In terms of the said GDR, claims, if any, in relation to the said Allottees are to be solely handled and settled by Esque and the Developer/ Promoter shall not be responsible for the same in any manner whatsoever. Further, the Developer/ Promoter has filed a Suit bearing Lodging No. 65 of 2013 in the Hon'ble Bombay High Court against Esque and one Mr. Mahesh Kumar Kothari (for himself and on behalf of the pre-2010 Allottees) inter alia for a declaration that the Allottees have no rights in relation to the said Property and various other reliefs therein. By an Ad-Interim Order dated 18th October, 2012 passed in Notice of Motion (Lodging) No.3043 of 2012, the Hon'ble Bombay High Court has inter alia restrained the Defendants from issuing any advertisements/notices in respect of the Property. The said Suit is pending disposal. Further one Mr. Mahendra Shah and Mr. Vinod Shah have filed an Arbitration Petition No. 30 of 2013 against Esque, the Developer/ Promoter and Padmavati Buildtech and Farms Private Limited praying inter alia for an order of injunction restraining the Respondents from taking any steps towards alienating, disposing of and/ or creating any third party rights in the Larger Property. It is the case of the Applicants that by Development Agreement dated 29th July 2004, Esque has granted to them development rights in respect of the Larger Property. By an Ad-Interim Order dated 16th January 2013, the Hon'ble Bombay High Court has inter alia observed that no case has been made out by the Petitioners for grant of any ad-interim reliefs. Further the said Mr. Mahendra Shah and Mr. Vinod Shah have also filed Arbitration Application bearing No. 9 of 2013 against Esque and one Mr. Prakash Bohra, praying inter alia for appointment of any independent and impartial person to act as sole arbitrator for adjudicating the disputes under the Development Agreement dated 29th July 2004. The said Arbitration Petition and Arbitration Application are pending disposal.

- (g) By the relevant permissions and approvals disclosed herein, the SRA has inter alia approved the plans of the Project proposed to be constructed on the said Property and a Dispensary proposed to be constructed on the said Property. In accordance with the plans so approved, the free sale buildings shall be constructed on Cadastral Survey No 12/124(part), 13/124 and 14/124.
- (h) The Company shall avail of finance for the construction of the project and shall execute mortgage of the said property in favour of various bankers/financiers from time to time. Copies of such Deed of Mortgage shall be available for inspection at the office of the Company.





<u>ANNEXURE - 2</u>

1251329

(I) Customer ld

(II) Unit

2303 I. Unit 23rd Floor 11. 3 BHK Type of Unit 4 1100 sq. ft. IV. Carpet Area 2(TWO) Car Parking Spaces ٧. Lodha Venezia Project VI.

(III) Building: West Tower

(IV) Total Consideration is Rs. 27207936/-

(V) Payment Schedule

| 7 -000,000 | Control of Organization (CCC) CP Control (CCC) (CCC) | 0/ 5 00 1 |
|------------|--|---------------|
| | Milestone | As a % of CV |
| 1 | Application money-1 | Rs. 900000/- |
| 2 | On Initiation of RCC works for B2 | Rs. 1793586/- |
| 3 | On Initiation of RCC works for Plinth | Rs. 2720794/- |
| 4 | On Initiation of RCC work for Level 1 | Rs. 1931763/- |
| 5 | On Initiation of RCC work for Level 8 | Rs. 1904556/- |
| 6 | On Initiation of RCC work for Level 15 | Rs. 1904556/- |
| 7 | On Initiation of RCC work for Level 22 | Rs. 1904556/- |
| | On Initiation of RCC work for Level 29 | Rs. 1904556/- |
| 9 | On Initiation of RCC work for Level 36 | Rs. 1904556/- |
| 10 | On Initiation of RCC work for Level 43 | Rs. 1904556/- |
| | On Initiation of RCC work for Level 50 | Rs. 1904556/- |
| 11 | COCC for love 50 | Rs. 1904556/- |
| 12 | 5000 | Rs. 1904556/- |
| 13 | | Rs. 680198/- |
| 14 | | Rs. 680198/- |
| 15 | | Rs. 1360393/- |
| 16 | On Initiation of Fit- Outs | U3. 13003331 |

For buildings where construction has commenced and/or completed, all construction related dues need to be completed as demanded

(VI) Date of offer of possession (for Fit-Outs): 31st MARCH 2017

(VII) Address of Purchaser for Notices:

Bldg. No. 8/A, Navjivan Society, 2nd Flr, Flat No. 6, Lamington Road, Mumbai-

400008.

268 2094

* MUMBA 34

(VIII) ADDITIONAL CHARGES (Payable on or before the Date of Offer of Possession (for Fit Outs)*:

- (I) Payment towards cost of shares in the Ultimate Organization which shall be specified and payable on or before the Fit Out Date.
- (II) Rs.25000/- (Rupees Twenty Five Thousand only) are being the expenses for formation and registration of the Ultimate Organization.
- (III) Rs.25000/- (Rupees Twenty Five Thousand only) towards Legal Charges.
- (IV) Rs.50000/- (Rupees Fifty Thousand only) towards electric connection, water connection, transformer, cable, laying, and other related charges.
- (V) Rs.9000/- (Rupees Nine Thousand only) towards pipe laying charges, MVAT and Service Tax shall be extra as applicable.
- (VI) Rs. NIL/- (Rupees NIL Only) per sq. ft carpet area of the Unit towards Infrastructure Charges.
- (VII) Rs.500000/- (Rupees Five Lakhs Only) towards Club Membership Charges.
 The number members covered under the same shall be as under:

| | No. of club members covered |
|--|-----------------------------|
| 1 BHK | by the standard fee |
| 2 BHK | 4 |
| 3 BHK | 5 |
| 4 BHK or larger | 5 |
| The second contract of | 6 |

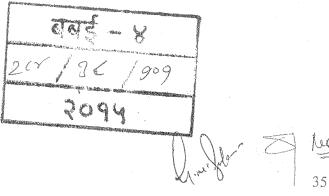
^{*}MVAT and Service Tax will be extra as applicable

(IX) CHARGES LINKED TO SOCIETY & MAINTENANCE:

Rs.356400/- (Rupees Three Lakhs Fifty Six Thousand Four Hundred Only) towards provisional CAM Charges @ Rs. [18] per sq. ft. of carpet area of the unit, for the period of [18] months from the intimation of Date of offer of Possession (for fit outs).

(X) PROVISIONAL PROPERTY TAX (Payable on or before the Date of Offer of Possession (for Fit Outs):

Rs.141583/- (Rupees One Lakh Forty One Thousand Five Hundred Eighty Three Only) towards provisional Property Tax in respect of the Unit for a period of 18 months from the Date of offer of Possession (for fit outs).





- (XI) BUILDING PROTECTION AMOUNT:
 - Undated cheque of Rs.120000/- (Rupees One Lakh Twenty Thousand Only) towards Building Protection Amount, which shall be returned subject to compliance with the terms of of this Agreement.
- (XII) LAND/PROPERTY REIMBURSEMENT TAX (Payable on or before the Date of Offer of Possession (for Fit Outs):

Rs.61740/-(Rupees Sixty One Thousand Seven Hundred Forty Only) towards the land/property reimbursement charges for the period of start of construction till the Date of Offer of Possession (for Fit outs).



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On offer.

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ANNEXURE - 3: COMMON AREAS AND AMENITIES**

Amenities

- Imported marble flooring in living/dining, puja and passage.
- Bamboo flooring for all bedrooms.
- German Duravit[®] / American Kohler[®] sanitary ware and German.
- Grohe[@]/Hansgrohe[@] CP fittings in all toilets.
- Grand Sundeck in living room with French windows. Decks fitted with high-end glass railing.
- Fully air conditioned homes (kitchen, store, toilets and service areas are excluded) with split AC's.
- All Master toilets finished in imported marble dado and antiskid designer vitrified tile flooring. All other toilets finished in agglomerated marbles / designer vitrified tiles.
- Motion sensors for automated lighting in bathrooms and passage.
- Vitrified tiles in kitchen and service areas.
- Multi-level security with swipe card access to lobby, video door phone, CCTV monitoring of elevators and key common areas, Gas detector in kitchen and emergency alarm in homes and controlled access to parking
- Provision for Cable, Telephone and internet connectivity.
- 4 hi-speed passenger lifts with designer interiors by Otis[®]/Schindler[®]
- Separate Service elevator.
- Servant's toilet / shower on mid-landing.
- Poggenpohl Kitchens[®].

Complex Facilities:

- Jain Temple.
- Over 60,000 sq. ft. of open space.
- Covered car parking.
- Luxury clubhouse with best-in-class facilities including:
 - o Lounge café.
 - o Fully equipped Gymansium.

 - o Business Centre & Library.
 - o Theatre for private movie screenings.
 - o Party Hall.
 - KidzFun Indoor kid's play area / crèche.
 - Indoor Games Table tennis, Snooker
 - Tennis Court.
- Heated Swimming Pool.
- Covered Ladies pool.
- Kids Pool.
- [®] Or equivalent brand
- * Select Residences only
- **All brands mentioned herein are subject to replacement by equivalent brand at the discretion of the Project Architect.







KRONA REALTIES PRIVATE LIMITED

.. Company

AND -

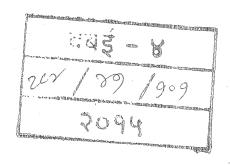
GIRISH MOHANLAL SAKARIA AND

NIRMAL MOHANLAL SAKARIA

.. PURCHASER

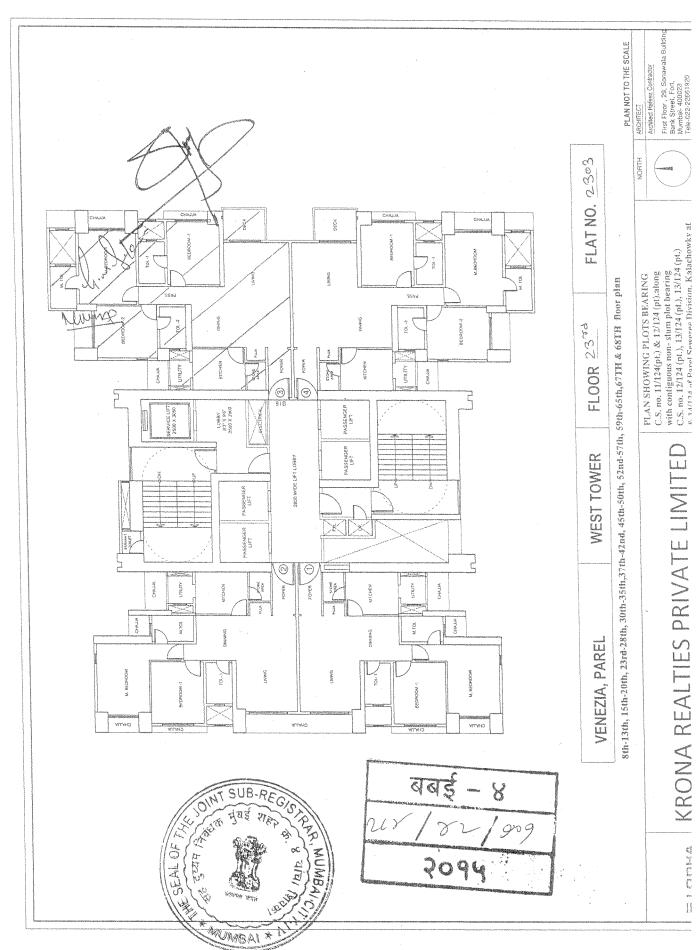
AGREEMENT TO SELL of Residential Unit No. 2303 on 23rd floor in West Tower in the Project known as "Lodha Venezia"





38

Virile.





SLUM REHABILITATION AUTHORITY

5th floor, Gritha Nirman Bhayan, Bandra (E) Mumbal - 400 051.

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1866 (FORM "A")

No. SRA/ENS/2793/FS/PL/AP

视》和唯名诗 COMMENCEMENT CENTIFICATE

M/s. Esque Finmark Put. Ltd.

9/A, Chunawalla Compound, Patel Tank Rd, Ambewedi, Kala Chowky, Mumbei 400 033.

13 JUN 2012

Permission and grant of Commencement Certificate under section 44 & 69 of the Mahamshtra Regional Town Pranning Act, 1966 to carry out development and building permission under section 45 of dated 28/05/2012 for Development 031 With reference to your application No.

ra12/124(pt) shualed at alongwith configurate non-alum plot C.S. (12/124(pt) 12/124(pt) 4/124 of Parel Sewree Division, Kala Chowky, at G.D.Ambekar Roadge KalaChowky, InLOTURNO, SRA/ENG/1201/ES/PL/APLCI and so Complence of mentioned and on Along SRA/ENG/21937FS/PE/AP *&12/124(pt)

and on following conditions:

1. The land vacated in consequence of endorsement of the setback line/road widening line shall

2. That no new building or part thereof shall be occupied or allowed to be occupied or used form part of the Public Street.

or permitted to be used by any reason until occupancy permission has been granted.

The Commencement Certificate/Development permission shall remain valid for one year from the date of its issue, However the construction work should be commenced within three months from the date of its issue.

4. This permission does not entitle you to devalop land which does not vest in you of in contravention of the provision of coastal Zone Management plan,

Construction is not commenced this Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the

Meharashtira Regional and Town Planning Act, 1966. This Certificate is liable to be revoked by the C.E.O. (SRA) If γ .

(a). The development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.

(b) Any of the condition subject to which the same is granted or any of the restrictions imposed

by the C.E.O. (SRA) is contravened or not compiled with.

(c) The C.E.O. (SRA) is satisfied that the same is obtained by the applicent through freud or misrepresentation and the applicant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of section 43 and 45 of the Maharashtra Regional and Town Planning Act, 1966.

The conditions of this certificate shall be binding not only on the applicant but on his heirs, executors.

assignees, administrators and successors and every person deriving title through or under him.

Shri. D.V.Pawar The C.E.O. (SRA) has appointed Executive Engineer to exercise his powers and functions of the Planning Authority under section 45 of the said Act.

This C.C. is granted for work up to FERSHELFELE CALLES CONSTRUCTION OF TOO OF basement slab, Executive Engineer (SPA)

For and on behalf of Local Authority The Stern Rehabilitation Authority

SRAJENG (1993/FS/PL | AP ZJAUG 2017

This c.c. is further resendanced as per last

amended plans issued on silvelle



SRA | ENG | 2493 | PS | PL | AP 187 NOV 2012

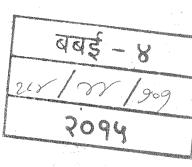
Thistoco is further re-endoussed as per approved Amended plans 15542 on 07/11/2012



SPAJENG/2732/FS/PLIAP 14 DEC 2000

This e.e. is further re-endouted as per approved Ameridad plans tached on 13/12/2012.





10 The State State of the State SU GO RAP. MUMBA THE SEAL OF 1/8/2 × 8/



A A Slum Rehabilitation Authority

2.4 Floor, Administrative Bildg.
Amart Kanekor, Plarg, Bandlar (East),
Plumbal -400 051, Fac 022-26590457
Tel: 022-265905191 0400518991 0993
E-mail: info@sra.gov.in

SRA/ENG/2793/FS/PL/AP

Date: mr 3 DEU ZUK

Licensed Surveyor Shri. Shashikant Jadhav of

M/s. Spaceage Consultants.

B/106, Natraj Bldg, Mulund (W),

Mumbai-400 080.

Sub: Amended IOA for Sale bldg, in S. R. Scheme known as "Yashodhan Co-op-Housing Society (Ltd.) on plot bearing C. S. Nos. 11/124 (pt.) & 12/124 (pt.) along with contiguous non-slum plot bearing C.S. Nos. 12/124 (pt.), 13/124 & 14/124 of parel Sewree Division, Kalachowky et G. D. Ambekar Röad in F/S Ward of McGM, Mumbai under provisions of Reg. 33 (10) & 33 (24) of DCR

Ref: Your letter dated 06/12/2012.

Gentleman,

With reference to above, this office hereby approves the amended plans submitted by you for Sale building in above referred S. R. Scheme subject to fellowing conditions:

- 1. That condition of 10A under no. SRA/ENG/2793/FS/PL/AP dated 07/06/2012 shall be complied with.
- That additional & modified condition of Revised LOL under no. SRA/ENG/1201/FS/PL/EOI dated 01/11/2012 shall be complied with. લું
- That condition of Revised LOI under no. SRA/ENG/1201/FS/PL/LQI dated 23/05/2012 shall be complied with က်
- 4. That the revised drainage approval shall be obtained for proposed amended plans.







- That the revised R.C.C. design, calculation & certificate from license Structural Engineer shall be submitted.
- 6. That the changes proposed shall be shown on canvas plan to be submitted at time of B.C.C.
- 7. That the C.C. shall be got endorsed as per the amended plans.
- 8. That you shall submit NOC from CFO as per the amended plans.
- 9. That you shall submit NOC from Ch. E. (M & E) as per the amended plans before further C. C.
- 10. That you shall submit NOC from E. E. (T & C) for parking layout on Podiums as well as basement levels as per the amended plans before further
- 11. That you shall submit N.O.C. from High Rise Committee before granting further C.C. to the bldg, u/ref.
- 12. That you shall submit N.O.C. from M.O.E. & F. before granting further C.C. to the bldg. u/ref.
- 13. That you shall submit NOC for 2 Nos. of substation proposed at ground floor of sale wings A & B from BEST/TATA/Eclectic Co. before granting further C.C. to the sale bldg, u/tel.
- 14. That you shall submit the concurrence/approval from Municipal Architect of MCGM for plans of dispensary regarding location, planning & specification, before granting C. C. to the said dispensary building.

One set of plan is returned herewith in token of approval.

Yours Faithfully

Executive Engineer-U Slum Rehabilitation Authority.

2. Asst. Municipal Commissioner (F/S ward of M.C.G.M.)

3. A.E. (W.W.), (F/S) Ward 4. A. A. & C. (F/S) Ward

L-t. Developer: M/s. Esque Finmark pvt. Ltd

Copy to:

Pradip Carach Advocate High Court, Bombay

6, Roz.a-Rio Apartments.
1, B. S. Road, Kamani,
Kura (West), Murchai - 400 070
Mobile:9820601547
Email:pradpgarach@gmail.com

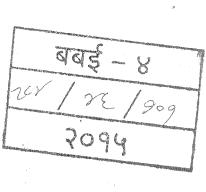
TO WHOMSOEVER IT MAY CONCERN

Re: All those pieces or parcels of Land together with the messuages, tenements, buildings or structures standing thereon, situate, lying and being at Parel Tank Road, bearing Cadastral Survey Nos. 12/124 admeasuring 10593.88 sq. mtrs., 13/124 admeasuring 1616.77 sq. mtrs., 14/124 admeasuring, 647.13 sq. mtrs., aggregating to 12,857.78 sq. mtrs. or thereabouts forming part of the Old Cadastral Survey No. 124 of Parel Seweree Division assessed by Assessor and Collector under "F" South Ward Nos. 1068 (1), 1068 (5) etc., Parel Tank Road, Street Nos.27, 28, 28A, 28B, 28C, 28D, 28E situated at Parel Tank Road, Mumbai – 400 012 (Land)

1. I have investigated Title of the captioned land by causing search being taken with the office of the Sub-Registrar of Assurances at Mumbai (Manual Index) for the period 1937 to 2012 and with the Office Sub- Registrar of Assurances at Mumbai-I & II (computerized Index) for the period 2002 to 2012. I have also caused search of the Collector's Records. I have also perused the certified copies or photocopies of the title deeds as are produced before me for my perusal and have to report as follows:

 On perusal of the Search Report and the certified copies of the title deeds, I found that: Assignee of Bombay (The Assignee of the Estate of Jahangir Bomanji Petit) as the Vendor of One Part and The Provident Investment Company Limited, as the Purchaser of Other Part whereby Vendor sold land bearing Cadastral Survey No. 124 of Parel-Sewree Division admeasuring 43,374 sq. yards





(equivalent to 36260.66 sq. mts.) or thereabouts for a sum of Rs.3,50,000/- and the said document is duly registered with Sub-Registrar at Mumbai under Sr. No. BOM/4424/1937 on 01.10.1937.

(b) The revenue records viz. Property Card read with various document, it is observed that the land bearing Cadastral Survey No. 124 had been sub-divided into several parts. Some of the portions of the land bearing Cadastral Survey No. 124 have been either acquired by the Government or disposed off by the Provident Investment Company Limited. In view of the fact that such acquisition and disposal already been taken into count, it is now of no relevance in this Report on Title. Ultimately, the Provident Investment Company Limited became entitled to land admeasuring 38,750 sq. yards i.e. 32411.71 sq. mtrs. as per the Property Register Card (as per the Record of Collector admeasuring 39441 sq. yards equivalent to 32,989.68 sq. mtrs).

(c) By an Agreement for Sale dated 27.05.2002 entered into and executed by and between the Provident Investment Company Ltd., as the Vendor of One Part and Esque Finmark Pvt. Ltd., as the Purchaser of Other Part, the Vendors therein agreed to sell and transfer on "as is where is basis" and subject to existing tenancies, land being Cadastral Survey No. 124(Part), of Parel-Sewree Division admeasuring 38,750 sq. yards i.e. 3241.71 sq. mtrs. (as per the Record of Collector admeasuring 3841 sq. yards equivalent to 32,989.68 sq. mtrs) for valuable consideration and on terms and conditions stated therein. The said Agreement for Sale is duly registered in the office of Sub-Registrar at Mumbai under Sr. No. BBE/II/2582/2002 on 30.05.2002.24

1

Pradip Garach
Advocate
- High Court, Bombay

6. Roz-a-Rio Apartments.
L. B. S. Road, Kamani.
Kurla (West), Munubar 400 070
Mobile: 9820501547
Email:pradipgarach@gmail.com

(d) By Deed of Conveyance dated 14.08.2002 executed by and between The Provident Investment Company Limited, as the Vendor of One Part and Esque Finmark Pvt. Ltd., as the Purchaser of Other Part, the said Vendor sold and conveyed to and unto Purchaser on "as is where is basis" subject to tenancies, land being Cadastral Survey No. 124(Part), of Parel-Sewree Division admeasuring 38,750 sq. yards i.e. 32411.71 sq. mtrs. (as per the Record of Collector admeasuring 39441 sq. yards equivalent to 32,989,68 sq. mtrs) for valuable consideration and on terms, covenants and conditions stated therein. The said Deed of Conveyance is also duly registered in the office of Sub-Registrar at Mumbai in Book – I under Sr. No. BBE/II/4098/2002 on 14.08.2002.

(e) in the premises aforesaid, Esque Finmark Private Limited is seized and possessed of and/or otherwise well and sufficiently entitled to the said land i.e. to say land bearing Cadastral Survey No. 124 admeasuring 38,750 sq. yardš i.e. 32411.71 sq. mtrs. (as per the Record of Collector admeasuring 39441 sq. yards equivalent to 32,989.68 sq. mtrs) and structures standing thereon more particularly referred as "said Larger Land".

(f) In the meanwhile, vide their letter No. Plan No. E8/9465/FS/AL dated 05.02.2003 the Dy. Chief Engineer Building Proposal-I (City) BMC, approved Layout/Sub-Division Plan of Cadastral Survey No. 124 and accordingly Cadastral Survey No. 124 is sub-divided into various plots. In sequel, the captioned land forming part of the said Larger Land came to be given Cadastral Survey Number with corresponding areas as follows:

| (Sq.Witt.) | 10593.88 | 1616.77 | | |
|------------|----------|---------|---|---|
| CS. NO | 12/124 | 13/124 | m | |
| Plot No. | I | | 5 | • |

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| The County of th | 24/20/909 |
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| m ⁱ | 3. In the upshot of all this, by Grant of |
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| | Agreement dated 09.12.2010 made betwee |
| | Ltd., as the Owner of One Part and Krona R |
| | the Developers of Other Part, the s |
| | development rights to and unto the said De |
| | the captioned Land being Cadastral |
| | admeasuring 10593.88 Sq. mtrs. C.S. No. |
| | 1616.77 Sq.mtrs. and C.S. No. 14/124 admea |
| | more particularly described in Second |
| | written, sub-titled as Project land, and sam |
| | described in the Schedule hereunder writt |
| | and on terms and conditions stated there |
| | Development rights Agreement is duly regis |
| | Sub-Registrar at Mumbai under Sr. No. Bl |
| | 10.12.2010. |

said Owner granted

evelopers in respect of

Survey No. 12/124,

13/124, admeasuring

Schedule thereunder he is more particularly ten, for consideration in. The said Grant of stered in the office of BE/III/11723/2010 on

asuring 647.13 Sq.Mtr.

tealties Pvt. Limited as

Development Rights

647.13

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SUB-REGG

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5. In the premises aforesaid, Krona Realties Private Limited themselves and/or through their nominee, are entitled to develop

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Area (in sq. mtrs.) 10593.88 647.13 12857.78 1616.77 Survey Number 12/124 13/124 14/124 Total

> g 909 २०१५

THE SEAL OF THE STATE OF THE ST (Pradip Garach) Advocate High Court, Bombay Dated this 3 day of July, 2012.

Pradip Garach
Advocate
- High Court, Bombay

6. Roz-a-Rio Aparlments. L. B. S. Road. Kamani. Kurla (Wast), Mumbai - 400 070 Mosiie:9920501547 Emaityradipgarach@gmail.com

the said Land together with any additional FSI and TDR in the form of FSI available on the said Land, being collectively referred to as

Project land in the said Grant of Development Rights Agreement.

THE SCHEDULE ABOVE REFERRED TO:

All that pieces and parcels of land and structures standing thereon lying being and situated at Parel Tank Road, Mumbai – 400 012 of Parel

Sewree Division and having Cadastral Survey Numbers as follows :-

ted the sees of the property referred to thereth is there. So, selen, Da. (pm.)

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A CONTRACTOR OF THE PROPERTY O Bedome : ODYBRA, STAM CHRONICOM HALL FORM, MUNDATAM SU. ORE: COLLETTOR OF STARF GREEKI, OLD CUSTOM HOUSE, I' WLORK, FORT, MISHEM, 100 WU. A SECTION OF THE PROPERTY OF THE SECTION OF THE SEC One Hundred 調響 Bondwedfran Esque Firshakk PVI. UTB. Quantity 2 5 MAY 2012 RECEIPT FOR PAYMENT TO SOVERNMENT Oake 1 AB1/8/1389/2012 Lot Date : Description of Statutor द्रावाद्य 200 DD/FO/DHO/ 25.50 On Associated: 103-(11) 100.00 Cashler / Annountant Receipt No.: Moda of Payment Case Mo. S. 80. Los No. : JOINT SUB. PLC ISTRAR, MUMB THE SEAL OF THE SEAL OF ट्ट्यम निकास १९६ दुरवस निकास इंक्ट्रे शहर के Original Healt se v. स्वयद करणास्त्रों नामः हे एरक्ष कीमांक जारीस तथा सहात्तमः योजन हो मेहना इति कृष् पावनी का. : 4570 Parim 25/05/2012 GGS1 - 04544 - 2012 अप्रणास हा दर्स अंद्राजे 5:22PM ह्या देळस निकंत न्डवंड (अ. 11(1)), क्टोननाडी नरमत्त्र (को. 11(2)), स्नवंबत (अ. 1<u>2)</u> व स्रवासियण (अ. 13) -> एकत्रित मी (⁴³) पावती

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मुद्रांक जिल्हाधिकारो, नुंबई, यांचे कार्यालय ३१०/३११, तिसरा मनना, जुने जकात घर.

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(मुंबई मुद्रांक आधिनियम १९५८ च्या कलम ३१ खालील कार्यवाही)

LTD. Through Nr. Rotun J. Mesta. विसंक २३/०५/२०१२ स्टेर्ड नियानीत/अनिवादीत झालेला POWER OF ATTORNEY दस्त ड्याहेन्द्रा अभिनिर्धय फ्रम्एम फ्रमांक ADJIM/1389/2012 अन्यये जनकार श्री. ESQIJE FINMARK PVT. अभिनिर्णयाकरीता सादर केलेला आहे. स्टर दस्ताचा तपशिल खोलील प्रमाणे.

Krona Replies Pvt. Lid. Through Director Haresh N. Mehta & Ors ESQUEFINMARK PVT. LTD. Through Mr. Rohan j. Moffin - POWER OF ATTORNEY - U.R.R.R. मुरनेखाचा निष्पादन दिनांक क्रमेख रिनहुर, देगारे भूत्रेज्ञाचा प्रकार

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C.S.No. 134 of Parel Bhulsada & Sowree Div. Parel Tank Road, Lower

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उपगोल्नमंबत संसंखाताल वालमसेच सन १०११ भरिताच्या वान्त आणि वाजारमृत्य दर तकनातील मागेदर्शक मुचना व त्यामधीले दर य दरतासी मुद्रांक अभिनियम १९५८ मधील तरतृदीनुसार खालीलप्रमाणे मुद्रांक शुल्क च देंड निर्भारण करणे) नियम १५९५ मधील तरतृदी, तसेच मुंबई पहानगरणलीका क्षेत्राम

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उसरेक्त सर्व बस्तुस्थिती व दस्तामसील नमुद महीतीच्या अग्रार्र ग्वलील प्रनाणे अंतरिम अन्देश पारीत करीत आहे.

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 अभिनेयाकरोता सदर केलेल्य संलेखास मुंबई पृशंक अधिनेयम १९५८ च्या अनुभुची १ मधेल अनुच्छेर ४६९)।।) नुसार मुद्रोक उनेरीत मुझंक ग्रह्नक क 100/- लेखाशिष्ट (HIND) 00300508 ज देड क्. 0/- देव आहे.

कमा भरतिले मुद्रांक सुन्यः व दंकमा पराण GRAS या एमानित्यारे औन लाईन <u>Inpositions mahakosh gov.infeshalt</u>an या वेदाहाइटवहन करता येहेत. उपरोजन मुहोक सुल्क है, 100/-लेखियार्थ (HGAD) 003005/08 देव आहे. सदर रक्कम २. करोल फुक्न शुल्क आपणास मन्य अमल्याम हा अंतरिम आदेश प्राप्त झाल्यामसून ३०/६० दिवभाज्या आतं दरहाबर ३. प्रस्तुत अहेश है। अंतरिम आदेश असुन तो आषणाम भाग्य मुख्याम आषण आपले लेखी म्हणणे मररील अंतरिम अहेश गान झरवाच्य हिनोंकापान १५ हिन्सीमा अहि जिनस्महोतेक, ब्रोजेक सहार करात अनुके हे ऑन लाइन परल्यानंतर संबंधित पस्काराने छलनायो प्रत या कार्यलेयात शाहर करांथी

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Rectified where Section 32(1) (b) of the Bombay Snap Ag. 1958 that the full dust of the A. R. 1959 for M. 184. One. Hurdock only

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This contificate is subject to the of section SB-A of Borebay Sk.

POWER OF ATTORNEY

to all to whom these presents shall come, We, esque finmark private limited a company registered under the provisions of Companies Act, 1956 having its registered office at 9A - Chunawala Compound, G. D. Ambekar Marg, Parel Tank Road, Ambewadi, Kalachowki, ctor Mr. Rohan J. Mumbai - 400033 (herein referred to as the "Owner"), through

Mehta, SEND GREETINGS:

2 Replace

A. The Owner is well and sufficiently entitled to or etherwise selbed and possessed of all that piece and parcel of land bearing new C.T.S. No. 12/124 admeasuring 10,593.38 sq. mtrs, C.T.S. No. 13/124 admeasuring 1616-77 sq.mtrs. and C.T.S. No. 14/12 of Parel 12,857,78 sq. mtrs, or thereabout at Parel Tank Road, Lower Parel, Mumbai -- 400 033 (hereinafter referred to as "the said Property") more particularly described in the Schedule hereunder written and shown in blue colour boundary line on the pian Bhoiwada and Sewree Division admeasuring 647.13 sq.mtrs. aggregately admeasuring __ annexed and marked as Annexure "A", WHEREAS

irrevocable and exclusive development rights in respect of the said Property unto the C. Pursuant to Clause 5 of the GDR, the Owner has agreed to grant this irrevocable Power Developer on the terms and conditions mentioned therein.

By Grant of Development Rights Agreement ("GDR") date 9th December 2010 made and

company registered under the provisions of Companies Act, 1956 having it's registered office at Rushabh Apartment, Flat No. 1002, 10th Floor, Dr. Parekh Street, Prathana Samaj, Opposite H N Hospital, Mumbai – 400004, as the Developer of the Other Part (hereinafter referred to as "the Developer") and registered with the Sub Registrar of Assurances at Bombay under serial no. 11723 of 2010, the Owner has granted

entered into between the Owner of One Part and KRONA REALTIES PRIVATE LIMITED, a

of Attorney in respect of the said Property, in favour of the Developer and / or

ower of Attorney is nominally stamped for Rs | 500 proper stamp duty of Rs. 3,11,88,700/- has bee

The power of Attorney is nominally stamped for RS | 560 | S | 100 | S | 100

PRIVATE

ما ما المهمية $^{k, \kappa_{i}}$ our true and lawful attorney (Attorney 1 and Attorney 2 are hereinafter collectively referred to Mehta, Director of Developer i.e. Krona Realties Pvt. Ltd. ("Attorney 1") and Padmavati Buildtech and Farms Private Limited ("Attorney Z"), being the nominees of the Developer, to be as "Attorneys") for us, in our name and on our behalf to do jointly and lor severally all or any of the following acts, deeds, matters and things, in relation to the said Propertions effectively neshe THERE , the Owner do hereby irrevocably nominate, constitute and appr carry out the intent of the GDR that is to say:

- Housing and Area Development Authority, Mumbai Metropolitan Region and Development Authority, Town Planning Authority, Slum Rehabilitation Authority, Officers and local Authorities or Statutory Authorities and/or the State Government and/or Central Government and its departments (hereinafter referred to as "Authorities") 1. To deal with and correspond with the Municipal Corporation of Greater Municipal, Mombail Brihanmumbai Electricity Supply & Transport Corporation, Collector and/or all other for the development of the said Property.
- ("IOD") and Commencement Certificate ("CC"), Occupation Certificate ("OC") in respect of To submit in our name and on our behalf all plans to the appropriate Authorities for the plans already sanctioned and/or that may be sanctioned and/or apply for the renewal development of the said Property, and obtaining necessary permissions, approval, sanctions thereof and for obtaining Intimation of Approval, Intimation of Disapproval

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of the certificate(s) as and when it becomes necessary and Completion Certificate part or in full in respect of the building/s or structures that are proposed to be constructed on the said Property and for that purposes, to sign and execute all plans, applications, deeds, documents, affidavits, writings, undertakings and other papers on our name and our behalf, as may be required by the relevant Authorities and to do all acts, deeds, matters and things for and concerning the sanction and approval of the plans, intimation of Approval, 100, CC, OC and Completion Certificates as our Attorneys deem fit and proper.

to act in our name and appear and represent us before all the officers of the Competen Authorities in connection with the development of the said Property.

concerned Authorities and to obtain from them effective receips and discharge for t To pay all amounts of taxes and other outgoings in respect of the

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Development Control Regulation for Greater Mumbai, 1991 ("DC Regulation") as per LOI scheme as may be sanctioned and approved by Authorities and to No. TPB 4310/2778/CR-234/10/UD-11 dated 10th November 2010 and / or any other apply and submit applications, declarations, affidavits, undeclaskings, etc. poucnane and To undertake the development of the said Property under Regulation 35124. 6

MCGM in our name and on our behalf and for that purpose to execute and sign all deeds and documents or any other writings as may be required under the DC Regulation and on provisions of Regulation 33(24) of DC Regulation and assign and transfer the same to To construct the multistoried car parking on the said Property or part of page under the such terms and conditions as our Attorneys may deem fit.

To obtain and apply for and obtain all concessions, permissions including additional Floor Space Index ("FSI") in terms of regulation 33(24) of DC Regulation, from public authorities as may be necessary for full and complete effectual development of the said Property. To use all lawful ways and means for recovering, receiving, obtaining, defending and protecting the said Property, as fully and effectively, as we may or would use If we were present and did the same. To make prepare and/or cause to be made, prepared and submitted in our name and on our behalf all applications for layouts and/or modifications of layouts, amalgamation into the neighboring property and/or sub-division plan in respect of the said Property and/or plans, specifications and drawings in respect of building or buildings and other structures



to be constructed on the said Property to the competent Authorities for sanction and/or and/or sub-division plan in respect of the said Property including change of user and for renewal, modifications, additions and/or alterations of the sald lay out, amalgamation that purpose to sign and execute all applications, plans, affidavits, undertakings, documents and other papers as may be required and to appear on our behalf before the approval thereof and also from time to time to submit the same for revision, amendment concerned Authorities as our Attorneys may deem fit and necessary.

refund of any such refund, to sign and execute in our name and on our behalf all receipts, discharges 16. To pay to the concerned Authorities scrutiny charges, security deposits and all other affidavits, sposits or any Order or Exemption from the concerned Authorities and upon receipt of deposits or amounts required to be paid to them in relating ertakings and any such other documents and to apply execute in our name and on our behalf all necess. said Property and construction of building or buildin name and to apply for refund thereof and to apply !!ding/s and completion thereof and for the purpo Authorities necessary permissions or No Objection and release and other papers and / or writings.

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owners and enter in to necessary agreements, deeds and documents with them, as To settle and compromise all the disputes and differences, If any, with the adjoining land

deal, correspondence and do all acts and correspond with competent Authorities and to apply for and do all things and to take and adopt all steps and measures including to pay all necessary charges, fees, premium, deposits and other amounts whatsoever and to development or for grant of Development Rights and / or any such other purpose, subject to the terms and conditions mentioned in the GDR. For this purpose to do and perform, sign, seal, execute, deliver and complete and file and register (if required) all necessary forms, plans, application, declarations, agreements and all deeds, documents and writing thereof with any contiguous, adjourning or adjacent lands or property. 12. To amalgamate, divide, rearrange the plots comprising the said Property ord on our name and on our behalf. 13. To obtain/purchase and utilize any permissible Transfer of Development Right ("TBR") on the said Property and also to sell in open market TDR and / or other benefits arising from the said Property and for that purpose to sign and execute agreement, deeds, documents and writings on our name and our behalf as our Attorneys may deem fit and proper.

- 14. To apply in our name for and on our behalf to all the concerned Authorities in respect of 551 or additional FS1 for the said Property and for that purpose to sign and execute all necessary deeds, documents and writings (including but not limited to representations, statements, claims, affidavits and undertakings) and to obtain such FSI and use the same either on the said Property or any other property as our Attorneys may deem fit and proper.
- 15. To make applications to the relevant utility company or department, and / or the telephone / telecommunication and/or other Authority or concerned Authorities for obtaining light, power, telephone, telecommunication, internet connaction, water supply, electricity, piped gas, drainage, sewage connections during course properties and for permanent connections on completion of buildings on the said Properties and for permanent connections on completion of buildings on the said Properties and for permanent connections, agreements, indemnities, deeds, place, papers, specifications, bedearakings, writings and documents including any Indenture of tease to be green and on the said Property or which the said sub-station is telecommunication for such portion of the said Property on which the said sub-station is to be erected or installed and to pay all necessary charges, fles, premium, deposite and other amounts, whatsoever and to do and perform all other acts, deeds matters and the said sub-station is things.

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16. To make applications to the relevant Authorities for obsising water of construction during the course of construction and for permanent connections on completion buildings on the said Property and for the purpose aforesaid, to sign and execute plans, specifications, undertakings, writing and documents in our name and on our behalf.

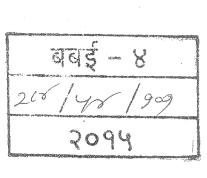
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- 17. To enter upon and take possession of the said Property as Developer, erect boundary wall, deploy security guard, affix their signage/board on and around the said Property.
- 18. To develop the said Property for the use as permissible by law and for that purpose to do and perform all acts, deeds, matters and things and to take and adopt all steps and measures and to sign, seal, execute, deliver and complete all deeds, documents and writings as we could do or get done including for acquiring additional FSI or TOR to be consumed upon /and available on the said Property.
- 19. To apply for and obtain permission for change of user of the said Property for residential and/or commercial purposes or any other user permissible by law and for such purposes

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make such agreements and arrive at such arrangements and give such undertakings as maybe deemed necessary.

- 20. To do and perform all acts, deeds, matters and things necessary for the protection, preservation, securing and safeguarding of the said Property including by appointing / engaging security guards in respect thereof, and by strengthening constructing and / or reconstructing the boundary walls and fences thereof, and to effect insurance in respect of the buildings and structures to be constructed thereon in such manner as the Attorneys may deem fit and proper.
- otherwise, for the purpose of carrying out and completing the construction, development and/or redevelopment work on the said properties. Construction, development and/or redevelopment work on the said properties and entirely and to award the contracts to such construction, development and/or redevelopment and or redevelopment and or redevelopment and or redevelopment. The work of such construction, development and/or redevelopment properties and all other services as may be required for the properties hereof construction as our Attorneys may deem fit and proper, all these purposes to sign, execute and register (if required) all necessary agreements, deeds, documents and writings whatsoever, and to do and perform all other necessary acts, deeds, things and masters.
- damages, claims, dues and all other sums of money whatsoever and howsoever payable, and all effects, things and property payable from the execution of the GDR or to become payable hereafter in respect of the said Property and/ or the buildings and structure/s-to be constructed thereon, or any part/s thereof, and to sign, execute and past, receipts and discharges for and in respect of the same.

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- deposits, land revenue, insurance premium, etc., and all other payments and outgoings under whatsoever head due and payable or which may hereafter become due and payable to the relevant Authorities or any one whomsoever for or on account of the said property, the development thereof and construction thereon. Also to file objections/ appeals, if any before the appropriate Authorities for the same and accept the order or decision for the same.
- 24. To handover, surrender any part of said Property to the appropriate Authorities as required for the development of the said Property and to execute all the deeds and

documents, and also to claim and receive and appropriate all the benefits, compensation etc, for the same by the Attorneys.

- To handover and/or surrender and/or transfer portion of the said Property, falling in setback area or under-reservation to the concerned Authorities and to apply and obtain or avail in fieu thereof the compensation and/or T.D.R. and to consume the F.S.I. on the said Property. 25.
- and for the said purpose, to sign file and execute any agreements, documents, and such other writings with any such institutions or otherwise and to register and admit any such and by way of To morigage, charge or grant any other encumbrances on the said Property, so as to raise agreements and/or documents in the relevant office of Star Registrar of Assurances execf, either with or ir re-conveyance of the aforesaid and to admit the registration of such loans, finance or otherwise from any financial institution or private bodies or otherwise では、自己 execution thereof and to take such further step ad/or to hand over possession of the said Pg iments in the relevant office of Sub R other documents, including but not yut structure to any such financial tes and on repayment of such loan a

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abours, workers and to pay the necessary fees, charges, wages as the case may be and to To enter upon and occupy the said Property to commence carry on and complete the of residential flats, commercial offices, shops, garages or such other units on the said Property, as may be permitted by the relevant Authorities either themselves or through construction and development of the proposed building(s) on the said Property consisting any of their building contractor, subcontractor or any other agent or any of their nominee apply for and obtain no objection certificate, building completion certificate or such other certificate and / or permission statutory bodies or authorities and to obtain such or nominees and for that purpose to engage the services of the architects, engineers certificates to make and sign such application, forms, letters and a do such not deed RRHR matters and things which may be necessary for the same.

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with an intent to transfer the said Property or any part or portion thereof the Laydur of such organization and for that purpose to submit necessary applications, writings, undertakings and declarations as may be required and to appear and represent before the any other organization To take necessary steps for formation of co-operative society or

in the building(s) to be constructed on the said Property are To receive and appropriate all the moneys for their own use and benefit, from the prospective purchasers, tenants, licensees, etc to whom units/ shops/ flats/ garages let, given on leave and license, lease or allotted, as the case may be. CIC

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betans In case of the said Property or any part thereof is notified for gion and to appear and represent us in any court and before all magistrates, judges, Syndicial officers and other authorities and tribunals whatsoever as the said Attorneys think fit and to commence and continue any suft, petitions, actions or any other proceedings in any court of law and before any public officers or tribunals for receiving compensation designated acquisition, requisition, reservation and/or relief for de-acquisition summons or other reservation deeds, matters and things as may be claims for compensations or otherwise references, petitions for any public purpose se-reservation or otherwise whatsoever. acquisition ppt service of any writ, requisition before the molecular by such to file appeals, ŏ acquisition reservation

To arrive at any agreement for arrangement with the tenants and/or Ikenses and/or and to demand, sue for, collect and receive and give effectual discharge for the rents and/or licenses fees and/or compensation now due or henceforth to become due in respect of the same and to take and use all lawful proceedings and means by distress or action or otherwise for recovery and receiving the rents and for enforcing the occupiers for the time being on the said Property and to accept surrender of tenancies performance of any covenants or agreements which the respective tenants and/or licensees and/or occupiers may be liable to perform and for eviction and/or rejecting enants and/or licensees and/or occupiers may be liable to perform and for eviction ind/or ejecting and/or recovering damages from the tenants, licensees and occupants making default in payment of such rents or in performance of such covenants or agreements and or obtaining and retaining possession of all or any of the premises occupied by any tenant, licensee or occupant making such default. ing ing

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To evict or take possession of the premises in accupation of the tenants, occupants, or trespassers, on the said Property or any part thereof and to take all steps in that behalf

such as negotiations, settlement, compromise or make agreements to get their rights surrendered and extinguished and also to create tenants and/or licensees of such duration as our Attorneys shall deem fit either in our name or in the name of our Attorneys and to collect and receive rents and compensations.

- 3. To appear before any and all concerned authorities and parties as may be necessary and/or required to, advisable for or in connection with the development of the said Property and make such agreements and arrive at such arrangements and give such undertakings as may be conducive to the development of the said Property.
- 34. To approach, represent, correspond, appear and deal with the relevant Authorities, to pay and discharge all rents, rates, taxes, cess, assessments, land revenue, and all other charges, levies, dues, payments, outgoings and duties, that may hereafter become due standards, levies, dues, payments, outgoings and duties, that may hereafter become due standards in respect of the said Property and to apply for and obtaining content of the said Property and or new building and fix rateging and property and or new building and fix rateging to be expassible to the contents.

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- 35. To approach, represent, correspond and deal with the compatient Authorities for fill or any permission, sanctions, approvals, consents and any other busparenol, dofposes, whatsoever for availing of and/or making use in respect of the portion of the said Property falling within the development plan and also in connection with or in respect of reservation for any public purpose on the said Property or the removal/modification thereof or otherwise anything relating to the said Property and in this behalf to negotiate, settle and arrive at, such agreement or agreements, arrangement or agreements as the said Attorneys shall think fit.
 - 36. To ask, demand, sue for, recover and receive of and from all persons of bodies, additival or corporate, liable to pay and deliver in relation to all matters in respect of the said Engects, and for the redevelopment, construction and completion of buildings and structures thereon and on non-payment or non delivery, to adopt suitable legal proceedings and to sign and execute plaints, written statements, applications, affidavits and other documents and to engage Solicitors and Advocates and to settle and pay their fees and to sign vakalatnama, memo of appearances in their favour.
- 37. To build in or upon and to demolish, rebuild, repair, Improve, alter, insure and/or cause to be built in or upon take down, built any of the houses, buildings, tenements, structures of whatsoever description on its own account and for its own benefit and forming part of the said Property as the Attorneys shall think fit and for those purposes or any one or more of

them to approve and/or sign all such plans, estimates, specifications, designs, statements, and applications, to relevant Authorities or Companies as the Attorneys shall think fit and engage any such architects, engineers and contractors and give such instructions to them and give and sign all such contracts for or in respect of all or any of the aforesaid purpose as the Attorneys may think lit.

- 38. To commence, carry out and complete and/or cause to be commenced, carried out and/or completed construction work on the said Property and fo<u>r such purposes</u> engage any Architects and/or Engineers and/or Contractors and the state of the aforesaid purposes as the Attyring think his to the storesaid purposes as the Attyring think his to the storesaid purposes as the Attyring think his to the storesaid purposes as the Attyring think his to the storesaid purposes as the Attyring think his to the storesaid purposes as the Attyring the storesaid purposes as th
- 39. For the purpose of effective development of the salarifoperation construction internal lay-out and put up temporary sheds, godowns and offices on the said Prop
- do the employ, engage, retain, consult, appoint pay and/or terrimate the engagements or efficient of building contractors, sub-contractors, R.C.C. Specialists, Architects, consels, advisors, surveyors, valuers and all such persons amd / or agents whose services may be necessary or proper n connections with the development of the said Property.
- 41. To employ experts, professionals, consultants, contractors, workmen or such persons or person as may be required for the management, development, construction, administration, recovery, protection of the said Property and for any of the purposes herein mentioned and remove and reappoint any other or others in place of them or any of them and pay and allow to the persons so employed such remuneration, honorarium, houses, gratuities, wages and fees as our Attorneys may think fit and proper.
- 42. To settle, adjust and allow all claims and demands for cents, rates, and affectsmoots mespect of the said Property.
- 43. To develop, construct, redevelop the sald Property or any part thereof to residentle commercial and or any other user as may be permitted by the appropriate Authorities.
- 44. To put up and display any hoardings on the said Property, announcing the development of the said Property and sale of the flats/apartments in the building/s to be constructed thereon.
- 45. To sale, transfer, convey and assign and/or do such other things related to the said Property or any part thereof in favour of any third party on any terms as our Attorneys deem fit and proper and for that purpose to enter into Memorandum of Understanding,

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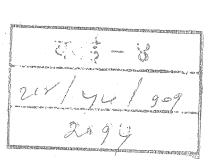


- 46. Yo insure and keep insured the sald Property and the building or buildings to be constructed thereon as the Attorneys may deem fit.
- 47. To sign, endorse, transfer, negotiate, deliver, assign, retransfer, reassign, sell, surrender, discontinue, deal with and exercise all proprietary rights in respect of any policy of insurance as the Attorneys may deem fit and enjoy and appropriate all daims paid by insurance companies under such policy or policies.
- To sell, lesse, sub-lesse, mongage, charge, give on license and/or tenancy basis and/or otherwise transfer, allenate and dispose off the said Property or the new buildings and uctures to be constructed on the said Property and the flats, units, premises, shops, ms, garages, parking spaces and other areas and spaces comprising the nent and/or redevelopment to be carried out on and in respect of the said consideration and other monies and benefits which may be received an account in respect thereof, and to give and pass receipts and discharges for the same, without being accountable or answerable to us for in respect of the same, and for these purpose to enter into, sign, seal, execute and register (If required) all necessary agreements, deeds, icensees, which and or terms, conditions, covenants and provisions as the Attorpeye may in their documents, instruments, assurances and writings whatsoever as the Agod was may transferees thereof, and to receive, retain and appropriate to be melves the Profess, to such person/s and entities and for such consideration with the sad discretion think fit and proper, and to hand over possession thereof to the purchasers, lessees, sub-lessees, mortgages, fit and proper in their sole and unfettered discretion. 400

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daed of assignment to sell, agreement to assign, deed of conveyance, deed of transfer, deed of assignment and/or conveyances or indenture of lease or leases in respect of the said Property and / or tenements in the said sale buildings in fevour of any person, body corporate, or the co-operative society, limited company or any other association of premises holders in sale building/s subject to such terms and conditions as our Attorneys may deem fit and/or assignments and/or other assurances and documents that may be required to be executed in respect of the said Property or any part or portion thereof in pursuance of the said Agreement in favour of a cooperative society and/or societies and/or company and / or companies and / or other incorporated body as the said Attorneys shall think fit and proper.

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50. To lodge for registration and admit execution of any agreement, deed, documents or and/or assignment and/or transfers and / or leases and/or Tenancy documents and / or other assurances and documents to be executed as aforesaid and appear before the Sub-Registrar of Assurances and admit execution thereof and do all other acts, deeds, matters and things that may be required for the due registration of such documents under the indian Registration Act, 1908, and other laws for the time being in force.

or any part thereof and the building or buildings to be constructed thereon or any part thereof and the building or buildings to be constructed thereon or any part thereof and the building or buildings to be constructed thereon or any part thereof, require delivery or transfer or hand over possession and to obtain possession from all and every person, firm, society, co-perative society, company, corporation, body corporate, association, syndicate, Government or the Union of India or the State of Waharashtra or any other State in the Union of India or the Gamerador Penchayat or any and property or satistic dues, eculotives and the said Property or any part thereof and the buildings or beingings to be

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52. To sign any writing or deed or compromise adjustment, begant transfor satisfaction or composition or arrangement or any agreement for submission to arbitration or valuation and to apply for survey, appoint arbitrator and/or umpires or surveyors or valuers and to cause any award to be filed in the court and to contest or cause to be contested any award so filed in respect of the said Property or any part thereof and/or take befolding of buildings to be constructed thereon or any part thereof.

cted thereon or any part thereof.

without protest) and represent us in any Court of law and before all Magistrates or judicial or other Officers whatsoever as by the said Attorneys shall think fit or advisable to commence and prosecute, defend, or resist any actions, suits, or other legal proceedings, civil and/or criminal, in any Court of Justice concerning any debt, dues, claims or demands or any right, title, interest, property claim, matter or thing now or hereafter due or owing or payable or in anyway belonging to or recoverable or receivable by us or and / or affecting us in any manner whatsoever by any means or on any account whatsoever but relating to the said Property or any part thereof and/or the buildings or building to be constructed thereon or any part thereof and to sign appearance, vakalatnama, multhtiannamas, warrants to act or other authorities in favour of and to retain, appoint counsel, advocates, solicitors, pleaders or other legal practitioners to act, appear and/or plead on our behalf in any such proceedings and to sign, swear, declare, affirm, verify and

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applications and all other pleadings and in the same action or proceedings to prosecute or non-suited therein if the Attorneys shall think fit to do so and to file objections, cross lle all plaints, written statements, counter claims, set offs, affidavits, consent terms, entence, judgment, decree or order whether final or interlocutory in any such suit or any papers of the said Property or any part thereof and/or the building and/or the buildings tructed thereon and/or any part thereof which shall by the said Attorneys to be mceiged to be due, owing, belonging or payable to them and to satisfy any decree or Rible) of any decree or order in our favour in respect of said that thy in each compromise or compound or refer to arbitration or discontinue or allowed to become objections, applications, reference, review or revision from any determination, decision sed against us to endorse and take proceedings in precution (by any mode such legal proceedings and to sign, swear, declare, affirm and refitted the cession adjust, compromise, refer to arbitration and/or allow to become most-sufficient without any civil action or other legal proceedings and to compound of withdraw so far and means for the recovering or getting in any such sum of money on actionable class 36RRAN such other lawf setitions, applications, affidavits or memorandum for the same permitted by the law any criminal proceedings and also to take manner as the said Attorneys may deem fit.

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To appear in any matter or proceeding concerning or affecting the said any howsoever before any adjudicator, conciliator, wage board, labour officer or labour court, collector, police officer, revenue officer, revenue court, or revenue tribunal or any other all or any government or legislative revenue or corporation / panchayat officers, or labour tribunal, court of enquiry or any arbitrator, acquisition or reacquisition officer, authorities or tribunals or officials or any committee or commission and generally before any judicial or quast-judical or executive or administrative or fiscal functioning or powers authority or before any tribunal or any person or persons exercising or purport to exercise and to appear (whether under or without protest) and accept service of any process (whether under or without protest) and to commence conduct and carry through all or tribunals, boards, committees or commissions and to sign, seal, declare, affirm, verify and such person, officer, authority, court, tribunal board, committee or commission and to part thereof and the building or building to be constructed thereon or any part thereo any proceedings before any of the aforesaid persons, officers, authorities, courts, file applications, pleadings, affidavits, memorandum and to the proceedings, in appeal, reference, review or revision from or in execution or enforcement of any award, decision, determination, judgment, sentence, decree or order (final or interfocutory) passed by any compromise, adjust, settle or without from any matter or proceedings pending before any

iuch person, officer, authority, court, tribunal, board, committee or commission and to β

make or receive any payment falling to be made or received as a result of any such venneadiate. development and/or re-development thereof and construction and completion of the buildings and structures including the sale and cenab buildings thereon and to do and execute all deeds, writings, matters and things and to sign and execute any agreements, contracts, deeds, documents or writings which ought to be done, executed, signed and/or delivered for carrying out any of the purposes aforesaid as if we were personally present and did the same and also to do sign and execute all applications, deeds, matters and things and to carry on correspondence for any of the purposes aforesting the carry on correspondence for any of the purposes aforesting the carry on correspondence for any of the purposes aforesting to all matters connected with the said Property and the purpose of the carry on correspondence for any of the purposes aforesting to all matters connected with the said Property and the purpose of the carry on correspondence for any of the purpose of the carry on correspondence for any of the purpose of the carry on correspondence for any of the purpose of the carry on correspondence for any of the purpose of the carry on correspondence for any of the purpose of the carry on correspondence for any of the carry on carry on correspondence for any of the carry on carry on correspondence for any of the carry on carry on correspondence for any of the carry on carry

56. To make applications to concerned Authorities to obtain record of hebits, plans, Property (Sange, etc., and to deal with such authorities and to carry out amediate (15. 12. callations to) of the names of the parties appearing therein and adding their name as the owner of the said Property.

57. To submit, lodge before the Collector of Stamps and other appropriate Authorities any documents, or deeds to get the said Property valued, adjudicated and to pay appropriate stamp duty in general and/or under the amenity scheme or any other scheme of the stamp authority etc. including but not limited to file an objection or appeal to sainst any order and/or also to daim the refund for the same.

correspondences, affidavits, to give undertakings, indemnities and declarations, on our behalf as may be required by any authority for the purpose of development of the said Property and for getting the construction plans approved by the relevant Authorities and or for the purpose of effecting proper and completing transfer of the said Property, as contemplated by the said GDR.

Ontracts, MOU, agreements, conveyances, assignments, leases, mortgages, transfers, surrenders, MOU, agreements, conveyances, assignments, leases, mortgages, transfers, surrenders, disclaimers, release, re-conveyances, confirmations, assignment, reassignment deeds, instruments, indemnities, agreement for sale of flats /shops/ units either commercial or residential in the development of the said Property, all acts and things as shall be requisite or as the said Attorneys may deem necessary or proper for or



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in relation to all or any of the purposes or matters relating to the development and / or the said Attornays to represent for registration and admit execution on our behalf of all transfer and / or safe and / or surrender of the said Property and we do hereby authorize such documents executed or to be executed by us or the said Attorneys for parfect and complete execution, registration and transfer thereof.

To appear before any Acquisition Officer and/or Authorities under Land Acquisition Act and/or appear over of set-back proceedings, to appear and represent our interest before the Gram Panchayat, Collector, income-tax authority and/ or Revenue Authority, and/or Municipal Authority, or Public Authority for the purpose of development of the sald Property or in connection with any proceedings relating to the said Property as may be necessary under the local acts or rules and regulations.

To do all other acts, deeds, matters and things which may be necessary to be population the development and construction of the sald Property and Jobs ATTACK THIS Power of Attorney is Irrevocable and binding on our successo nts valid and effectual to all intents and purposes accordir Š

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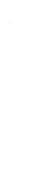
For the better performing and executing the acts, deeds, matter and things aforesaid we hereby grant to the said Attorney 2 full and absolute power and authority from time to appointment and from time to time to substitute and appoint an other of these 35 the time to appoint one or more substitute or substitutes to exercise all or any of the powers (25% and authorities hereby conferred upon the said Attorney 2 and to said Attorney 2 shall from time to time fit and proper or advisable.

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This irrevocable Power of Attorney has been signed by MR. HOHAN INTERNAL, PULY LIMITED. The specimen signature and photograph of MR. ROHAN J. MEHTA is appended authorized by the Resolution of the Board of Directors of, ESQUE FINIMARK PRIVATE

We confirm that we shall not exercise or attempt to exercise any of these or other rights right and ability of our Attorneys to represent us under the GDR and to develop the said with respect to the said Property that would prejudice or hamper or interfere with the Property as agreed and recorded in the GDR. 65.

AMD to do all other acts and deeds as may be necessary to be undertaken in relation to the said Property and to effectively carry out the intent of the GDF



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substitute or substitutes acting under them shall lawfully do or cause to be done by virtue of AND we hereby agree to ratify and confirm all and whatsoever our said Attorneys or any powers contained herein.

executed or performed or which in the opinion of the said Attorneys ought to be done or execute and perform any other acts, deeds, matters and things which ought to be done or AND GENERALLY to sign all letters, correspondence and all other deeds and documents and to executed or performed in relation to any of the matters of development of the said Property. AND WE DO MEREBY for ourselves, our successors and all persons claiming by, through or under us agree to allow ratify and confirm all whatsoever our Attorneys_shall_legally do or cause to be done in or about or concerning the matters and things

Said Attorneys at their cost, expenses, risk and responsibility i IN WHIRESS WHEREOF WE, have hereto set and subscribed and we do nereby declare that all or any powers giver

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THE SCHEDULE ABOVE REFERRED TO

(Description of the said Property)

sq. mtrs., aggregately admeasuring 12,857.78 sq. mtrs. or thereabouts, bearing Cadastral messuages, tenements or buildings or structures standing thereon situate, lying and being at All that piece and parcel of land bearing new C.T.S No. 12/124 admeasuring 10,593.88 sq. mtrs., C.T.S. No. 13/124 admeasuring 1,616.77 sq. mtrs., and C.T.S. No. 14/124 admeasuring 647,13 Assessor and Collector under "F" Ward Nos. 1067, 1068(1), 1068(2), 1068(3), 1068(4), 1068(5), 1068(6), etc. Parel Tank Road, Street Nos. 27, 28, 28A, 28B, 28C, 28D, 28E, together with the Survey No.124 of Parel Bhoiwada and Sewree Division and assessed to Municipal taxes by the 2 act Parel Tank Road, Lower Parel, Mumbai 400 033 and bounded as under:

Land bearing C.T.S. No. 9/124, 10/124 and 11/124 Extension to TATA Receiving station 18.30 mtrs. wide D. P. Road, TATA Receiving station On or towards the South: On or towards the North: On or towards the West: On or towards the East:

ESQUE FINMARK PRIVATE LIMITED SIGNED AND DELIVERED by the withinnamed

Sepresented through MR. ROHAN I. MEHTA Pursuant to the resolution of its board of Directors passed on 2 nd May 2012

identified by me.

By its Director Mr. Harresh M. Mehta A John Realties Pvf. Ltd.







By its authorized signatory Mfr. Sandbep Saxena Padmavati Bullotech and Farms Put, Ltd.

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Signatures and Photographs of Constituted Attorneys









(2) महैनका व शिवडी विमाग एक व्यष्ट 1068(I) NowiS) मोल टेंच शेष्ट , व्यक्त टेंक स्ट्रंड , व्यक्त प्रोप हो 33 京 寺 明 神 मुखत्यार अतुन की मांधी : तिएस स १८/१२० परिया १८५३३.६६ रके. जी , तिएस स १३/१२५ एरिया १६१६.77 रके भी , तिएस ग्रायंका सभाज , एय एन द्व्यम निषंपक : सह दुव्यम निषंपक मुंबई शहर 3 2.2 दस्त क्रमांक : 11723/2010

सि.टी.एस. तंसा १८/१२६, १५/१२६, १५/१२५ पातिकेची माधः मुंबई मनव्य इतर वर्णनाः सि पस न १२/१२५ ,13/124,14/124------व्यक्ति एम 5259-10-मर्टीक्रीकान-4123-10--मर्राहेते मु युल्ज 31188700/- परेन अनारनामा बिन्य त्यारे अभिनेख फिन्म बनार संबोधनेख मायाचे अयः प्रेत-सिव्यक्ती £.250,000,000/~ ¥.623,775,000/-

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Tuesday, December 14, 2010 12:52:54 pm

(1) विसेकाना प्रकार उत्तर्भाव (८)

माव/124 एरिया 647.13 रक्त सी (4) म्-मापन,पोटिहिस्सा व धरममांक(असस्यास) अत्यक्षरणी देतो की पटटेटार है ममुद कराये) (३) बाजारमाय(भ्यडेपटटवाच्या मानतितपटटावमार (6) आकारणी मित्रा जुडी देण्यात अर्थत तेरस्त. क्लान

क्षिण दिवाणी न्यायस्थाण हुकुमनामा किस् आदेश असन्यास,प्रतिकादिचे नाव य पता. (१) दुस्तर्षेषत्र मन्त्र देणा-या पानकाराचे नाव

कुनवेज बार देशा-य पतकाशय प कियु न्त्री-प्राय राजा न्यायानाया सुजनामा विन्य अयेष (

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नपुर्वे भूता त्यात्रे ता. १५११ त्या अर्जानुसार नपुर्वे भूता देश हर्मा तारीखी.भी.१८११० ा स्टिक्टी सम्बद्धाम निक्षिक मुंबई सहर क. ३

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ESQUE FINMARK PRIVATE LIMITED

REGD, CFF.: Se-Cransware Compounts D.Ambedkar Mary, Paral Tank Rd., Ambowed kate Chowki, Mumbei 400033.

EXTRACT OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF ESQUE FINMARK PRIVATE LIMITED IN THEIR MEETING HELD ON WEDNESDAY THE 2" DAY OF MAY, 2012 AT THE REGISTERED OFFICE OF THE COMPANY AT 11.00 A.M.

Execution and Signing of Irrevocable Power of Attorney

RESOLVED THAT the Company do hereby approve the draft of Irrevocable Power of Attorney ("POA") to pursuance of the Grant of Development Rights Agreement dated 9th December 2010 ("GDR") and In for the purpose of development of the Property more particularly described in Schedule to the POA in the continuation of board resolution passed by the Directors of the Company in their meeting held on be executed in favour of Mr. Harresh Mehta, Director of Krona Realties Private Limited ("the Developer") and Padmavati Buildtech and Farms Private Limited, being the nominees of the Developer $29^{\rm m}$ November 2010 authorising Mr. Atendra Mehta to sign and execute the documents".

PRESOLVED FURTHER THAT draft Irrevocable Power of Attorney and other documents to be executed in favour of the Company and Padmavati Buildtech and Farms Private Limited as placed before the Board, be and are hereby approved". PRESCLYED FURTHER THAT Mr. Rohan Mehta, Director of the Company be and are hereby authorized to negotiate, finalize and execute the above mentioned documents on behalf of the Company and do all such acts, matters, deeds and things and to take all steps and do all things and give such directions as may be required, necessary, expedient or desirable for giving effect to the said Gant. of Developme right Agreement ("GDR") and Irrevocable Power of Attorney".

"RESOLVED FURTHER THAT the Common Seal of the Company, if required by affixed on its managed, stamped, the Grant of Development right Agreement ("GDR") and such other documents as marking equired to executed under the Common Seal of the Company in the presence locary one that authorize

Certified True copy

For ESQUE FINMARK, PRIVATE LIMITED

Director

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2099



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दहस्रोयजाचा अनुक्रमांकः : मन्द्री ॰ ६०४५ - २०॥

नायाचे सांव : सम्द्रीय

सदर करणा-यादे नाव : जेदन जे कहारा

टस्स व्याज्या प्रकार





1) देवकाचा प्रकार :By Cash राफ्तक:

गरनेने मुदाक शुन्न ा है

नाजार जुन्द : १.०५

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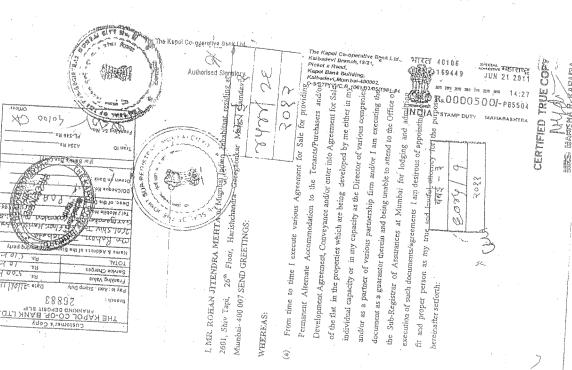
MRS. MANSHAR. KAPAINA





CENTER THE COPY





NOW KNOW YE THESE PRESENTS WITNESS THAT I, MR. ROHAN ITENDRA MEHTA do hereby nominate, constitute and appoint MR RAJESH GANDHI as our true and lawful attorney to do all or any of the following acts, deeds and things whether in my name or in the name of the said Attopage 打玩工工

and assurances executed, signed, scaled and delivered to us on operation purchased by us and to receive deeds, documents and assurances for registration and to lodge and/or admit execution of all deeds, documents Agreement for Sale of the flat on the property acquired and/or agr in favour of ourselves or and to take necessary and proper pernament alternate accommodation to its tenants/c to the registration and to admit execution of the Agre To appear before the office of the Registrat or Sub-Re or any officer or officers for the time being appointed the acknowledgement and registration of the same.

registration with the Office of the Sub-Registrar of Assurances from To receive back Agreements/documents so executed and if

AND I hereby for myself, my heirs, executors, and administrators agree to substitutes acting under him/her shall or putpon to 66 Eurst 10 Re done ratify and confirm all and whatsoever my said attorney or my substinue of by virtue of these presents.

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IN WITNESS WHEREOF I have become set our hand and seal aforesaid this day of 4th July , 2011

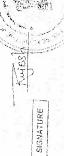
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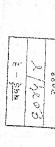




I agree to act as the Constituted Attorney I accept the Power of Attoriey and



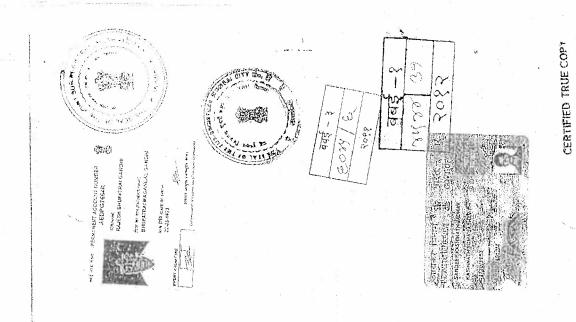


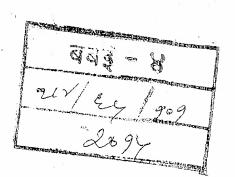


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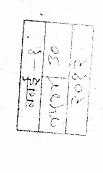








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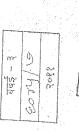
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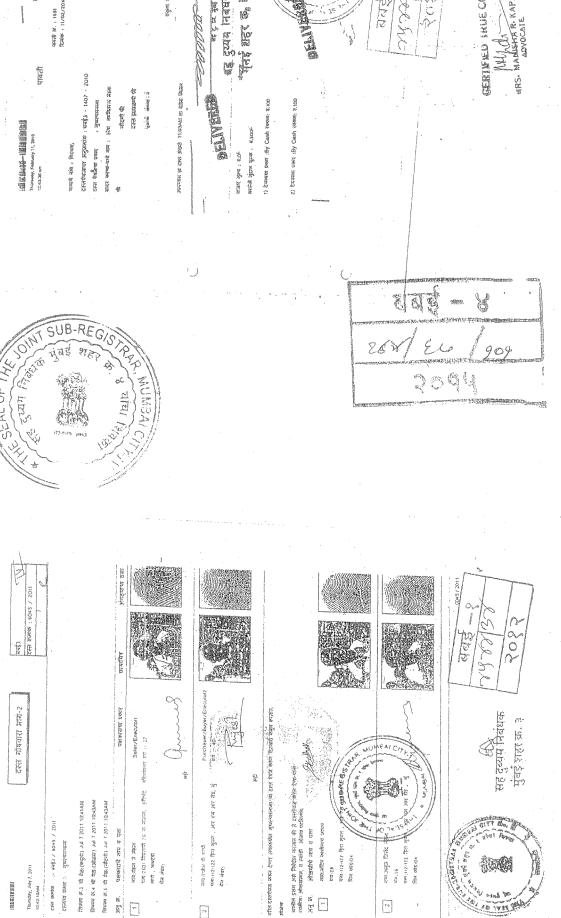


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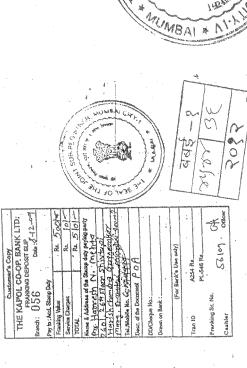
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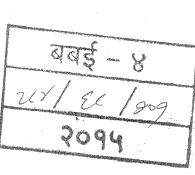
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Director of various companies and/or as a partner of various partnership firm and/or I am executing the document as a guarantor therein and being

mable to attend to the Office of the Sub-Registrar of Assurances Mumbai for lodging and admitting execution of

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or any officer or officers for the time being appointed under the law relating to the registration and to admit execution of the Agreement for providing

To appear before the office of the Registrar or Sub-Registrar of ASS

NOW KNOW YE THESE PRESENTS WITNESS THAT I, Herr Mehin do hereby nominate, constitute and appoint MR. ATUL G true and lawful attorney to do all or any of the following acts,

whether in my name or in the name of the said Attorney viz.

Agreement for Sale of the flat on the property acquired and/or agreed to be permanent alternate accommodation to its tenants/occupants and/or

purchased by us and to receive deeds, documents and assurances for registration and to lodge and/or admit execution of all deeds, documents and assurances executed, signed, scaled and delivered to us on our behalf or

in favour of ourselves or and to take necessary and proper proceedings for

the acknowledgement and registration of the same.

I, HARRESH NAVNITRAI MEHTA of Mumbai Indian Inhabitant, residing at

2601, Shiv Tapi, 26th Floor, Harishchandra Gorge Hiller

Mumbai- 400 007 SEND GREETINGS:

WHEREAS:

To receive back Agreements/documents so executed and to lodge for

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3) AND I hereby for myself, my heirs, executors, and administrators and select to?

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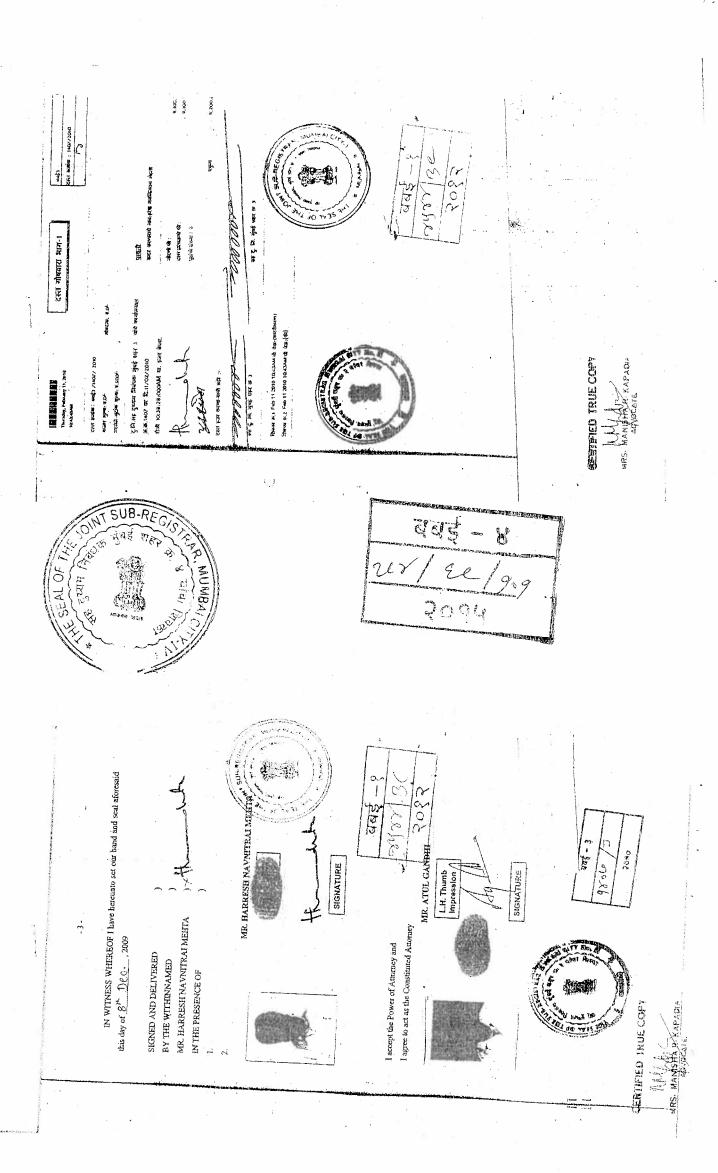
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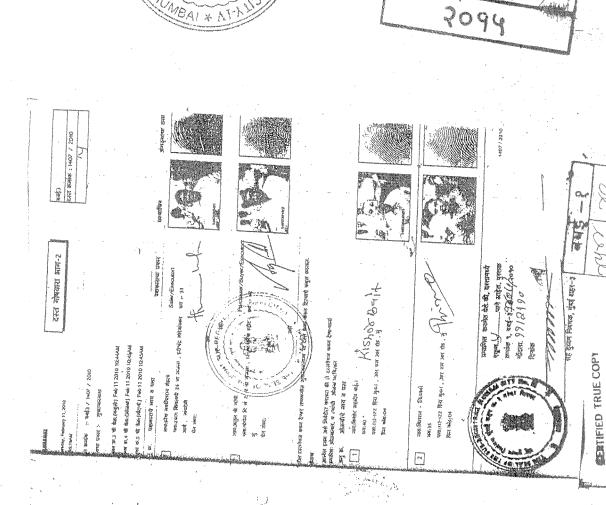
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documents I am desirous of appointing some fit and desirous of appointing some fit and lawful attorney for the purposes harman man man and lawful attorney for the purposes harman man and lawful attorney for the purpose of the purpose of

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PADMAVAT BULDTECH & FARMS PVT. LD.

Locha Excelus, N.M. Joshi Marg. Mahalaxmi, Mumbai 400 011, India, Tel.: +91.22.23024400 Fax: +91.22.23024550

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE DIRECTORS OF THE COMPANY ON 24TH MAY, 2012.

Developer for the purpose of development of the Property more particularly described in Schedule to the POA in pursuance of the Grant of Development Rights Agreement ("GDR") dated 9th December 2010 be and is hereby approved; "RESOLVED THAT the draft of Irrevoxable Power of Attorney ("POA") to be executed by Esque Finnark Private Limited in favour of the Company and Mr. Harresh Mehta, Director of Krona Realties Private Limited ("the Developer"), being the nominees of the

RESOLVED FURTHER THAT Mr. Sandeep Saxena be and is hereby authorized to sign and execute the said Power of Attorney and other deeds, documents and papers on behalf of the Company in this regard;

Companies Act, 1956 directors of the Company and Mr. Surender Varnal. President - Corporate Secretarial be and are hereby severally authorffeet copy of documents, proceedings with respect to the Companauthorities /parties as may be necessary and they be requested to act RESOLVED FURTHER THAT in accordance with the provisions SUB-REGISTRAR, MUMBAL

SURBADER VARMA . BRECUTIVE VICE PRESIDENT - CORPORATE SECRETARIAL CERTIFIED TRUE COPY FOR-RADMAVATI BUJUDTECH & FARMS PVT LTD



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Regd. Off.: 216, Sheh & Nahar Industrial Estate, Dr. E. Moscs Road, Worli, Mambai - 400018

1 308

WRS. MANSHAR. KAPADIA

KRONA REALTIES PRIVATE LIMITED

REGO. OFF.: Rushabh Apartment, Flat No. 1002, 10° Floor, Dr. Pareth Street, Opp. H.N.Hospital Mumbal - 400004

UMITED IN THEIR MEETING HELD ON WEDNESDAY THE 2" DAY OF MAY, 2012 AT THE REGISTERED EXTRACT OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF KRONA REALTIES PRIVATE OFFICE OF THE COMPANY AT 11.00 A.M.

Execution and Signing of Irrevocable Power of Attorney and Undertaking

to the POA in pursuance of the Grant of Development Pights Agreement dated 9th December 2010 RESOLVED THAT the Company do hereby approve the draft of Irrevocable Power of Artorney ("PDA") to be executed by Esque Finnark Private Limited in favour of Mr. Harresh Mehta, Director of the Company ("the Developer") and Padmavati Buildtech and Farms Private Limited, being the nominees of the Developer for the purpose of development of the Property more particularly described in Schedule ("GDR") and in continuation of board resolution passed by the Directors of the Company in their meeting held on 29th November 2010".

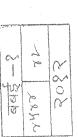
documents to be executed in favour of the Company as placed before the Board, be and are hereby RESOLVED FURTHER THAT draft of the proposed irrevocable Power of Attorney, undertaking and other

such acts, matters, deeds and things and to take all steps and do all things and give such directions as to negotiate, finalize and execute the above mentioned documents on behalf of the Company and do all 'RESOLVED FURTHER THAT Mr. Harresh Mehta, Director of the Company be and are hereby authorized may be required, necessary, expedient or desirable for glving effect to the said Grant of Development right Agreement ("GDR"), Irrevocable Power of Attorney and Undertaking".

the irrevocable. Power of Attorney , undertaking and such other documents as may be required to be RESOLVED FURTHER THAT the Common Seal of the Company, if required, be affixed and stamped on executed under the Common Seal of the Company in the presence of any one of the authorized signatories."

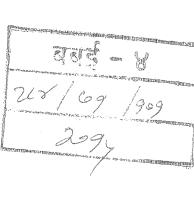
FOT KRONA REALTIES PRIVATE LIMITED Certified True copy











KRONA REALTIES PRIVATE LIMITED

REGO. OFF.: Rushabh Apartment, Flat No. 1002, 10th Floor, Dr. Parekh Street, Opp. H.N.Hospital Mumbai - 400004

LIMITED IN THEIR MEETING HELD ON WEDNESDAY THE 2^{nd} DAY OF MAY, 2012 AT THE REGISTERED EXTRACT OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF KRONA REALTIES PRIVATE OFFICE OF THE COMPANY AT 11,00 A.M.

Execution and Signing of Irrevocable Power of Attorney and Undertaking

to the POA in pursuance of the Grant of Development Rights Agreement dated 9th December 2010 ("GDR") and in continuation of board resolution passed by the Directors of the Company in their to be executed by Esque Finmark Private Limited in favour of Mr. Harresh Mehta, Director of the RESOLVED THAT the Company do hereby approve the draft of Irrevocable Power of Attorney ("POA") Company ("the Developer") and Padmavati Buildfech and Farms Private Unilted, being the nominees of the Developer for the purpose of development of the Property more particularly described in Schedule meeting held on 29th November 2010".

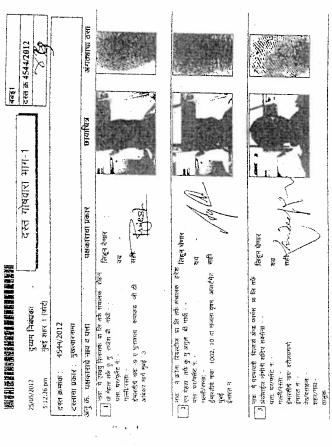
documents to be executed in favour of the Company as placed before the Board, be and are hereby RESOLVED FURTHER THAT draft of the proposed Irrevocable Power of Attorney, undertaking and other approved".

such acts, matters, deeds and things and to take all steps and do all things and give such directions as to negotiate, finalize and execute the above mentioned documents on behalf of the Company and do all RESOLVED FURTHER THAT Mr. Harresh Mehka, Director of the Company be and are hereby authorized may be required, necessary, expedient or desirable for giving effect to the said Grant of Development right Agreement ("GDR"), Irrevocable Power of Attorney and Undertaking". RESOLVED FURTHER THAT the Common Seal of the Company, if required, be affixed and stamped on the irrevocable. Power of Attorney , undertaking and such other documents as may be required to be executed under the Common Seal of the Company in the presence of any one of the authorized signatories."

FOR KRONA REALTIES PRIVATE LIMITED

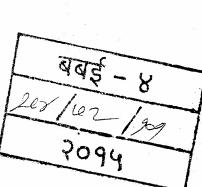
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Director



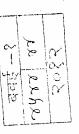
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Peppera free 25/06/2019

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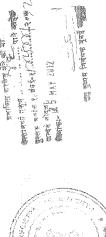
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दस्त अभाक (४६४४/२०१२)

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विनोका : 23/09/94

ALE !

कुलमुख्तार प्राचे घोषण्यत लिह्स देणार



क्रलसंखत्यार पत्राचे घोषणापत्र

मी, श्री/श्रीमती/सी प्रा हिर्म निवंधक करा ने कार्य कार्यात आली आहें. श्री/श्रीमती/सी प्रा शिर्म निवंधक करा प्रा साम करा ने कार्यात आली आहें. श्री/श्रीमती/सी प्रा हिर्म निवंधक करा प्रा करा में सिर्म निवंधक करा प्रा करा में सिर्म करा है हिर्म प्रा हिर्म करा है हिर्म करा है हिर्म करा है हिर्म करा कार्या आहोर मी, सबर दस्त ने हिणीस सादर केला आहे / निव्धादीत करून क्ष्म कार्या आहोर मी, सबर दस्त ने हैणीस सादर केला आहे / निव्धादीत करून क्ष्म कार्या कार्य कार्या कार्या

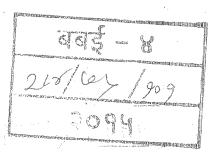
विकाण : क्रिक्ट

Ration: 23/09/24



कुलमुखंत्यार पंचाचे घोषणापत्र लिह्न वेगार





Summary-2(दस्त गोषवारा आग - २)

胸間離解 19/12/2012 g 55:42 PM

दस्त गोर्ष्धारा भाग-2

देस्त क्रमांक:945/2012

दस्त कैमांक चर्नई5/945/2012 बन्ताचा प्रकार (न्म्पेशल पॉवर ऑफ अँट

अनु क्रे. पर्ताः प्लॉट नंः .. माळा पांचे लिअन, ब्लॉक में: अपू ना. म. जोशी मार्ग, महाराष्ट्र

ਪੰਜ ਜਾਂਦਾ:ACMPN7019E

नाय:श्रोना रियालिटीज प्रा. वि. ने आधाराईज भिग्नेंटरी पिकेश शाह पत्ताः प्लॉट नं: 1002, भाळा नः १०,वा , इमारतीचे नायः न्ह्यम अपार्टमेंट , ब्लॉमे नं: प्रार्थना समाज , रोड नं. डॉ. पारेख रोड . . . पंग मेंबर:

पक्षकाराचा प्रकार पॉयर ऑफ अटोनी विक्रिक्क हीएडर. स्वाक्षर्भी कुलमुर्खेत्यार देणार बन्द :-3:7

स्वाक्षरो:-AR. Moch







बरील बेस्तऐबज करून देणार तथाकथीत रूपेशल पाँबर ऑफ अँटनीं चा दस्त ऐबज करून दिल्याचे कबुल करतात. शिक्का का.3 जी वेळ:19 / 12 / 2012 08 : 54 : 39 PM

ओळ ख:-

छालील इसम् असे नियेदीत करतात की ते दस्तऐवज करून देणा-यानां व्यक्तीशः ओळखतात, व त्यांची **ओळख** पटविताः

पक्षकाराचे नाव व पत्ता 75

नाव:राँबिन रण्याई प्रारः २१६,शाह आणि नाहर बरळी मुंबई भिन श्राह:400018

नाव:अभित गावडे au; 27 पत्ता:२१६,शाह आणि नाहर बरळी नुंबई षित कोड:400018

अंगठचाचा हेसा













प्रमाणित करणेत श्रेते की 90 दरतामध्ये एक्ण पाने आहेत पुरतकक्षमांक हु बर्गई-५/ १०१२ नोंदला नोंदला पुस्तक 4 मध्ये दिनांक 9 ८ १९ २) २०१२

शिक्का क्र.4 ची वेळ:19 / 12 / 2012 08 : 55 : 35 PM शिक्षा क. 5 ची केन्नु: 19 / 12 / 2012 08 : 55

गह दुप्युक्तिंब्रेधक, मुंबई-5

सह. दुर्यम निर्वधका मुक्त शहर-

946/2012



Summary (GoshwaraBhag-1)

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नुधवार, 19 डिसेंबर 2012 8:53 म.ने.

दस्त गोषवारा भाग-1

बबई 5

दस्त क्रमांक: 945/2012

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दस्त क्रमांक: बबई5 /945/2012

बाजार मुल्य: ह. 00/-

मोबदला: रु. 00/-

भरलेले मुद्रांक शुल्क: रु.500/-

दु. नि. सह्. दु. नि. बबई5 यांचे कार्यालयात '

अ. के. 945 वर दि.19-12-2012

रोजी 8:53 म.तं. वा. हजर केला.

पावंती:989

पावती दिनांक: 19/12/2012

सादरकरणाराचे नाव: सुरेन्द्रन . नायर

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सह कुम्बम निवंधक, मुंबई-5

दस्त हजर करणाऱ्याची सही:

दस्ताचा प्रकृार: स्पेशलू पॉयर ऑफ ॲट्रनी

मुद्रांक शुल्कुः a जेव्हा तो प्रतिफलार्थ देण्यात आलेला असून@ त्यामुळे कोणतीही स्थावर मालमता विकण्याचा प्रा भिळत असेक तेव्हा

शिक्का कं. 1 19 / 12 / 2012 08 : 53 : 19 PM ची वेळ: (सादरीकरण)

शिक्का के. 2 19 / 12 / 2012 08 : 53 : 45 PM ची वेळ: (फी)

प्रतिज्ञापत्र

*सदर दस्तऐवज हा नोंदणी कायदा १९०८ अंतर्गत असलेल्या तरतुदीनुसारच नौंदणीश दाखल केलेला आहे. दरतातील संपूर्ण मजकूर, निष्पादक व्यक्ती, सांशीदार व सोबत जोडकूट्य कमपुपत्रांची सत्यता तपासही आहे. *दस्ताची सत्यता, वैदता कायदेशीर बांबीसाठी दरह निष्पादक व कबुलीधारक है संपूर्णपूर्ण जेबायदार राहतील.

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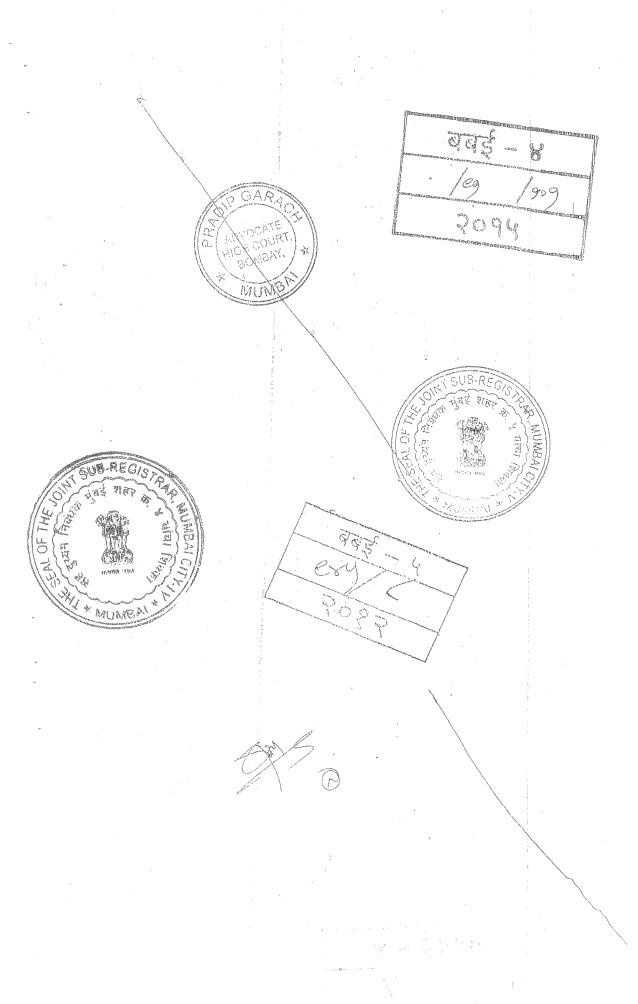
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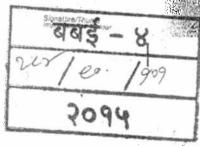


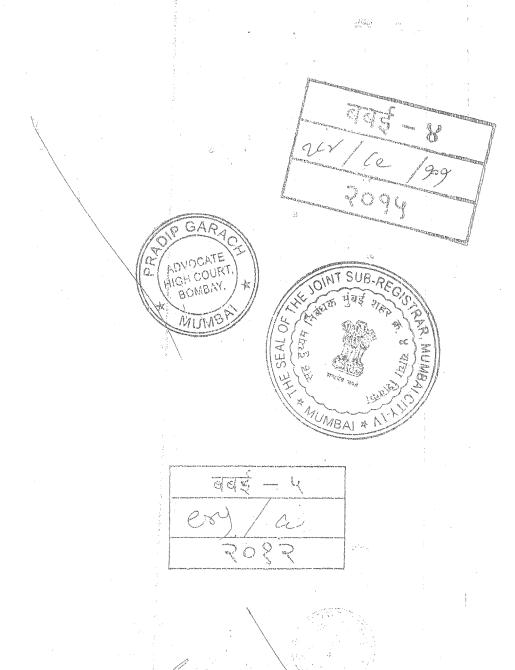




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SUB-REG

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KRONA REALTIES PRIVATE LIMITED

REGD. OFF.: Rushabh Apartment, Flat No. 1002, 10th Floor, Dr. Parekh Street, Opp. H. N. Hospital Mumbai -

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY DIRECTORS OF THE COMPANY ON 10TH DECEMBER, 2012

"RESOLVED THAT the Company do hereby nominate and appoint Mr. Surendran Nair, Authorized Signatory as its true and lawful Attorney for signing and executing the Letters of Allotment / Agreement for Sale / other relevant documents and writings ("the Documents") in relation to the sale of units of the Company in its Project. "Lodha Venezia" and for registration of the Documents before the concerned Sub-Registrar of Assurances.

RESOLVED FURTHER THAT the draft Power of Attorney ("PoA"), as placed before the meeting, be and is hereby approved and Mr. Pinkesh Shah and Mr. Kuntiprakash Inani, authorised signatories of the Company be and are hereby severally authorized to sign. execute and complete the registration of the PoA and to do all such acts, deeds and things, as may be required in this regard.

RESOLVED FURTHER THAT the Common Seal of the Company, if required, be affixed on the Documents in presence of Mr. Surendran Nair, Authorized Signatory who shall sign the

RESOLVED FURTHER THAT the directors of the Company, be and are hereby severally authorized to issue a 'true copy' of this resolution to the concerned authorities / parties as may be necessary and they be requested to act thereon."

For Krona Realties Private Limited

Harresh Mehta Director,

Date: 104 December, 2012







Dated this Day of 18 December 2012

Krona Realitles Private Limited



SPECIAL POWER OF ATTORNEY



COSTOMER'S COPY
THE AJARA URBAN, CO-OP BANK LTD. (AJARA) A COOP BANK LTD. (AJARA) A COOP BANK LTD. (AJARA)

| BRANCH :-N. M. J | OSHI MARG | MUMBAI 40 | (A) har | | (<u>)</u> 2 | Bic | 1 |
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FOR BRANK'S USE ONLY

Transation ID

FRANKING SR. No.

Sign. Purchaser

Authorised Signatory



Company and to do all necessary acts deeds matters and things for effectively registering the said Agreement to Sell.

- 5. TO SIGN AND EXECUTE Deed of Rectification or Cancellations or confirmation or any other documents approved the Company as may be required, in connection with the Agreement to Sell of Units, and such other premises and transactions in connection therewith and lodge for registration with the concerned Sub-Registrar and admit execution thereof.
- 6. For the better doing, performing and executing all the matters and things aforesald, the Company hereby further grants into the said Constituted Attorney full power and absolute authority to substitute and appoint in our place one or more substitutes on such terms as he shall think fit and to exercise all or any of the powers and authorities and to do all acts, deeds and things under this Special Power of Attorney which includes execution of Agreement to Sell and admit execution thereof before concerned Sub Registrar of Assurance for effective, registration of such document and to revoke any such appointment from time to time and to substitute, or appoint any others in their place as the said Constituted Attorney from time to time as he thinks fit and / or proper subject to
- 7. Provided that notwithstanding anything herein before contained, the said Constituted Attorney shall always act within and not outside the instructions or directions received by him from the Company and the Company hereby agree to ratify and confirm all acts and things lawfully done by the said Constituted Attorney, pursuant to the powers hereinbefore contained.

This Power of Attorney shall remain valid and in force till same is revoked or cancelled by the Company and/or so far as the said Constituted

WITNESS WHEREOF the Company has By and withinnamed

ext 3

Krona Realities Private Limited
By and through their one of the authorized
Pinkesh Shah
Pursuant to the resolution of the Board

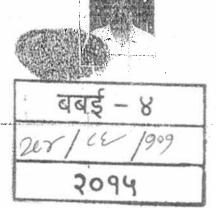
Of Directors dated 10th Dec 2012
In the presence of R. Rapaci -

Signature and Photograph of Constituted Atto

ARACI JOCKIET A SHOWERT AND MUNA

1) Mr. SURENDRAN NAIR





A. WHEREAS we, the said Company are engaged in business of real estate and property development and constructing various Buildings comprised of Units, and such other premises and seiling such Units and such other premises in Mumbai and elsewhere in India.

B. WHEREAS said Company in process of executing Agreements to Sell with the prospective Purchasers and the Company is required from time to time sign, execute, admit, lodge and register the Agreements to Sell before the concerned Sub-registrar of Assurances, and in order to facilitate the same the Company is desirous of appointing Shri Surendran Nair Indian inhabitant age 47 residing at Ambika Tower, Ayodhya Nagri, Dombivali East as our Constituted Attorney—with following powers and

C. WHECHAS Shri Surendran Nair (Vice President — Lodha Group) is ACNOCHAEL Orneed by the board of Directors of the above Company to sign and HIGH CO Executed any documents.

NOW KNOW YOU ALL AND THESE PRESENTS WITNESS THAT, Krona Realities Privated Under the Companies Act, 1956 and having its registered office at Rushabh Apartment. Flat No1002, 10th Floor, Dr. Parekh Street, Prathana Samaj, Opp H N Hospital, Mumbai 100004 and sales office at Lodha Pavilion, Apolo Mills Compound, N.M Joshi Marg, Mahalaxmi - 400 011 doth hereby appoint nominate and constitute the said Shri Surendran Nair Indian inhabitant age 47 residing at Ambika Tower, Ayodhya Nagri, Dombivali East as our Constituted Attorney or agent with full powers and authority to do and execute all act, matters, deeds and things as nereinafter mentioned on its behalf and on its name

TO SIGN AND EXECUTE Letter of Allotment approved by the Company for the purpose of sale and allotment of Units and such other premises in buildings constructed by the Company on the properties in different development projects in terms of Allotment letter

TO ENTER INTO, SIGN AND EXECUTE Agreements to Sell in connection with the Units approved by the Company and such other premises in Building/s constructed by the Company on the properties in different development projects and incidental thereto signs necessary forms and papers for the purpose of effective registration of such Agreements.

Subject to our prior approval TO SIGN AND EXECUTE all forms, writing, affidavit and other ancillary papers and documents approved by the Company, as may be required to enable the prospective Purchasers of the Units and such other premises to secure loans and financial assistance from the bankers and financial Institutions for the purpose of the payment of the consideration payable by such prospective Purchasers of the Company without making any monetary or others commitments or any other liabilities of whatsoever nature thereto on its behalf and against the Company to or by the banker or financial Institution.

TO APPEAR BEFORE AND ATTEND TO the concerned Sub-Registrar and TO LODGE AND PRESENT before him AND TO ADMIT execution of the Agreement to Sell executed by the Constituted Attorney with the prospective Purchasers lodged for registration in connection sale of the Units, and such other premises in the building constructed by the

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THE SHOP STORY STORY **通知 服务 自己会社员** WITEEL BUSSEL $\mathcal{R} \ni \mathbb{C}(\{(5n\},\{(p_n)\}))$ MIMBA - ARCHI and the two times are the first of the first of 0-6-SPP(4, 0-8-1072, 102, 0), 563-665, 2007 R.00005004-288808 INDIA MACCABASETAL SUFFRORD HON'E COSTOMER'S COPY
THE AJARA URBAN CO-OP BANK LTD. (AJARA)
BRANCH : N. M. JOSHI MARG, MUMBAI 400011 उनट मुद्राक प्रॅकींग जल्द्रा यहायूलेट लाँम्य ODQ 34 20 खाली तपासले व एस. एम. एस. / संबंधीत FRANKING VALUE RS. प्राधिकृत अधिकाऱ्यांशी दुरस्यनीबस्तन संपर्क साध्न 0 10 SERVICE CHARGES RS. PER FRANKING. मेळ बरोबर आवळुन आला. 1 0 TOTAL 5/1 NO.OF DOCUMENTS. NAME AND ADDRESS OF STAMP, DUTY PAYING FARTY: सह दुरयम निर्वधक मुंबई शहर क्र. प. MR. SURENDAME MAIR LODHA PAVERON APOCED MELLE CONTROPUND W. -4000Af D.DICHEQUE NO. DRAWN ON BANK AMOUNT RS बबड़ FOR BANK'S USE ONLY FRANKING SR. NO Authorised Signatory 208 SPECIAL POWER OF ATTORNEY GAX To all to whom this present shall come, Krona Realities Company registered and incorporated under the Companie having its registered office at Rushabh Apartment. Flat No100 Parekh Street, Prathana Samaj, Opp H N Hospital, Mumbai - 40000 office at Lodha Pavilion, Apolo Mills econocide (9) De Joshi Marg, 400 011 (hereinafter referred to 65 "the said Company") (which expression unless repugnant to the context and meaning thereon shall mean its successors and assigns) ÷ 909 MUMBAL 2094

Summary-2(दस्त गोल्बीए झॉग . २) .

य[म:27 प्रता:२१६ शाह आणि नाहर जेपळी मुंबई पिन कोड:400018

नौव:रॉबिन रप्पाई ब्यं:31

12 2012 09 : 00 : 25 PM

शिक्का क.5 ची बेळ:19 / 12 / 2012 09:00:35 PM नोंदणी पुस्तक 4 मध्ये

सेह दुप्याप्र निष्ट्रधक, मुंबई-5

स्वाक्षरी

वबई 946/2012



प्रमाणित करणेत येते की दस्तामध्ये एकूण पाने आहेत पुस्तकक्रमांक श्रु बबई-५/ ८०६२ मोंदला १८ १ १ २ १ २०१२

सह. दुय्यम निबंधका मुंबई शहर-५



| 19/12/2012 0 00-20 | , |
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दस्त गोषवारा भाग-2

दस्त क्रमांक:946/2012

दस्त क्रमांक :बबई5/946/2012 दस्ताचा प्रकार :-स्पेशल पॉवर ऑफ ॲटर्नी

अनु क. पक्षकाराचे नाव व पत्ता पक्षकाराचा प्रकार छायाचित्र अंगठ्याचा उसा नाव:सुरेन्द्रवः नायर कुलमुखत्यार देणार पत्ता:प्लॉट नं: ., माळा नं: ., इमारतीचे ताव: लोंहा ं वय :-45 पविलिअन : ब्लॉक नं: अयोलो मिल कंपाऊड, रोड नं: स्याक्षरी:-ना. म. जोशी मार्ग, महाराष्ट्र, मुम्बई. पॅन नंबर: नाव:पंढरी . केसरकर पींबर ऑफ़\ अटॉनीं पत्ताः प्लॉट नं: 7, माळा नं: ., इमारतीचे नावः त्यू मिल होल्डर कंपाऊड, ब्लॉक नं: संभाजी चौक, रोड नंः , महाराष्ट्र, वय :-42 मुम्बई. स्वाक्षरी:-पॅन नंबर: 3 नाव:राहुल वंडेकर पौवर ऑफ अटॉर्नी पत्ता:प्लॉट नं: 7, माळा नं: ., इमारतीचे नाव: आठवले होल्डर बिल्डींग , ब्लॉक नं: दादर , रोड नं: भवानी शंकर वय:-33 रोड , महाराष्ट्र, मुम्बई. स्याक्षरी:/\ पॅन नंबर: नाव:रमेश . रावल पॉवर ऑफ़ अटॉर्नी पत्ताः प्लॉट नं: ४, माळा नं: ., इमारतीचे नाव: हनुमान होल्डर नंगर. ब्लॉक नं: .. रोड नं: गोरेगाव , , . वय:-43 वॅन नंबर: स्वाक्षरी:-2 gmest नाव:प्रमोद . कांबळे पाँवर ऑफ़ अटॉर्नी |पत्तां:प्लॉट नं: बी-१५, माळा नं: ., इमारतीचे नाव: होल्डर माता रमाबाई नगर , ब्लॉक नं: यरळी, रोड नं: ., वय:-32 महाराष्ट्र, मुम्बई. स्वासीं: पॅन नंबर: 19/3 नाव:अनिल . पालांडे पॉर्वर ऑफ़ अटॉर्नी पत्ता:प्लॉट नं: ए-२०२, माळा नं: ,, इमारतीचे नाव: होल्डर चंद्रेश एन्क्लेव , ब्लॉक नं: नालासोपारा , रोड नं: वय:-46 अचोले होड , महाराष्ट्र, ठाणे. म्यापतिः पॅन नंबर्

वरील दस्त्ऐयज करुत देणार तथाकथील स्पेशल पॉयर ऑफ अँटर्सी चा दस्त ऐवज करुन दिल्याचे कथ्ल करनात. शिक्का क्र.3 ची बेळ:19 / 12 / 2012 08 : 59 : 18 PM SUB-REGIS

1 नावं अमित , गावडे

पक्षकाराचे नाव द पत्ता

iSarita y 1.0

ओळख:-खालील इसुम असे निवेदीत करतात की ते दस्तिएवण कहन्मुहणाः यात्री व्यक्तिशः





8

Simmary I (GoshwaraBhag-1)

बुधयार. 19 डिसेंबर 2012 8:56 म न

दस्त गोषवारा भाग-1

(बई5 स्तुक्रमांक: 946/2012 🗸 🗲

दरत क्रमांक: बबई5 /946/2012

बोजार मुल्य: रु. 00/-

मोबर्बला: रु. 00/-

भरैलेले मुद्रांक शुलक: रु.500/-

दु. नि. सह. दु. नि. बवई5 याचे कार्यालयातः। आ क्रं. 946 वर दि.19-12-2012 रोजि 8:55 ए नं वर सन्दर्भन्य

रोजी 8:55 म.नं. बा. हजर केला.

पावती:990

पावती विनांक: 19/12/2012

सादरकरणाराचे नावः सुरेन्द्रन . नायर

नोंदणी फी

ষ, 100.00

दस्त हाताळणी फी

₹. 160.00

पृष्टांची संख्या: 8

एकुण: 260.00

सहै दुय्यम निर्वधक, मुंबई-5

सह दुय्यम निबंधक, मुंबई-5

दस्ताचा प्रकार: स्पेशल पॉवर ऑफ अँटर्नी

मुद्रांक शुल्कः (48-ड) जेव्हा त्यामुळे ेका व्यक्तीला एकापेक्षा अधिक संव्यवहारांत किंवा सरसहा काम चालविण्याचा प्राधिकार मिळत असेल तेव्हा

शिक्का के. 1 19 / 12 / 2012 08 : 56 : 01 PM ची वेळ: (सादरीकरण)

शिक्का के. 2 19 / 12 / 2012 08 ::56 : 23 PM ची वेळ: (फी)

प्रतिज्ञापत्र

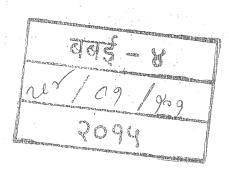
*सवर दस्तऐवज हा नोंदणी कायदा १९०८ अंतर्गत असलेल्या तरतुदीनुसारच नोंदणीर दाखल केलेला आहे. "दरतातील संपूर्ण मजकूर, निष्पादक व्यक्ती, साक्षीवार सोयत जोडलेल्या कागदपत्रांची सत्यता तुषासली आहे. "दस्तांची सत्यता, यंगल कायदेशीर वाबीसाठी दस्तु निष्पादक व कुमुलीधारक हे संपूर्णपण जवाबदार राहतील,

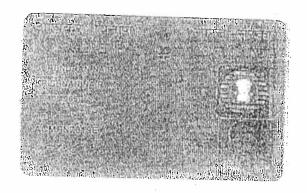


लिहून धेणारेः









अस्यकर विसाम ENCOME TAX DÉPARTMENT

भारत संस्कार GOVT OF INDIA

PANDHART B KESARKAR

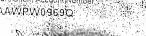
RAMCHANDRA GANPAT KESARKAR.

Q1/06/1971 Perinagent Account Nu AUSPK2268A



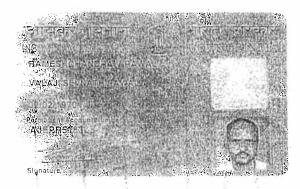


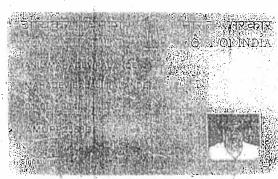
RAHUL MANOHAR WANDEKAR MANOHAR GANGARAMWANDEKAR: 01/08/1979 Permanen Account, Number AAWPW0969D:















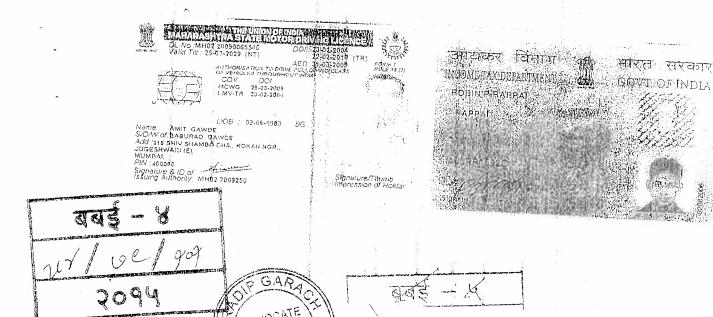


Elector's Name : Pramod Yashwant Kamble

ः प्रमोदः प्रशासन काहीले

वडीलांचे ग

४ **6**09 २०१५



CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF THE COMPANY ON 10TH DECEMBER, 2012

ROMANDEALTIES PRIVATE LIMITED

"RESOLVED THAT the Company do hereby nominate and appoint Mr. Surendran Nair, Authorized Signatory as its true and lawful Attorney for signing and executing the Letters of Allotment / Agreement for Sale / other relevant documents and writings ("the Documents") in relation to the sale of units of the Company in its Project "Lodha Venezia" and for registration of the Documents before the concerned Sub-Registrar of Assurances.

RESOLVED FURTHER THAT the draft Power of Attorney ("PoA"), as placed before the areging, be and is heriby approved and Mr. Pinkesh Shah and Mr. Kuntiprakiish Inani, authorised signatories of the Company on and are hereby severally authorized to sign, execute and complete the registration of the PoA and to do all such arts, deeds and things, as may be required in this regard.

RESOLVED FURTHER THAT the Common Scal of the Company, if required, be affixed on the Documents in presence of Mr. Surendran Nair, Authorized Signatury who shall sign the same in taken thereat.

RESOLVED FURTHER THAT the directors of the Company, be and are hereby, severally authorized to issue a "fine copy" of this resolution to the concerned authorities / parties as may be necessary and they be requested to act thereon:

For Krona Realties Private Limited

BOMB

Humanumanhah

Harresh Mehta Director



Date: 10th December, 2012







the time makes the prompts. I are a forest makes applicated desirable in improve the control of the control of

.

This Power of Attorney is still valid and subsisting till the same is revoked or cancelled by me and / or I ceased to be constituted attorneys holder of the said Company under the Power of Attorney dated 19-1212012

AND we hereby agree to ratify and confirm in capacity as Rower of Attorney Holders of the said Company whatever the said Attorneys shall do or cause to be done by virtue of these presents.

| IN WITNESS WHEREOF We, Mr. SURENDRAN NAIR Constant have put our hands to these presents on | tituted Attorney of the said Company |
|--|--|
| SIGNED SEALED AND DELIVERED | वबर्ड - ५ |
| BY and withinnamed | ere 3 |
| | 4085 |
| KRONA REALITIES PRIVATE LIMITED By and through its C | Constituted Attorney |
| | |
| Mr. SURENDRAN NAIR | |
| In the presence of | |
| ¥//. | |
| Signature and Photograph of Constituted Attorney | |
| Dated this Day of 19 | Dec. 2012 |
| (1) Mr. Pandhari Kesarkar P. R. Kesanh NT SUB-RES | |
| SWI 208-YEE | |
| 2) Mr. Rahul Wandekar | WINN & WILLIAM |
| 3) Mr. Ramesh Rawal | |
| 4) Mr. Pramod Kamble and | QADIP G. |
| | |
| 5) Mr. Anil Palande Impalante | 1/1 A |
| Power of attorney holder of – | A STAN CONTRACT CONTR |
| | JOINT SUB-REGIO |
| बबर्ड - ४ | A Comment of the State of the S |
| 26/10/190 | Z |
| | |

WHEREAS:

- The said Company is engaged in the business of real estate and property development and constructing various Buildings comprised of Units, and such other premises and selling such Units and such other premises in Mumbal and elsewhere in India.
- (b) The Company has vide Power of Attorney dated 💆 December 2012 registered under No BRE-5/945 of 2012 with the Sub-Registrar of Assurances at World authorized me to sign and execute Agreements for Sale, Sale Deed, Agreement To Sell, Deed of Cancellation, Deed of

Rectification and incidental documents in respect of the Units with respect to the property located as Kalachowkison behalf of the Company as constituted attorney holder of said Company and exercise howers and authorities for an on behalf of the Said Company.

In order to facilitate the registration before the office of Sub-Registrar of Mumbai and for AAAAA the execution of Agreements for Sale, Sale Deed, Agreement To Sell, Deed of Reed of Recurrication and incidental documents in respect of the Units and such ises constructed to be constructed on the said Property, we are desirous of providing (12 Mr. Pandhar Kesarkar (2) Mr. Rahul Wandekar (3) Mr. Ramesh Rawal (4) mble and (5) Mr. Anil Palande , ("Attorneys") to act on our behalf in the lafter appearing.

NOW KNOW YE ALL AND THESE PRESENTS WITNESS that I, Mr. SURENDRAN NAIR Mumbai, Indian Inhabitant as Constituted Attorney of KRONA REALITIES PRIVATE LIMITED, (hereinafter for the sake of brevity referred to as "the said Company") doth hereby nominate. constitute and appoint (1) MR. PANDHARI KESARKAR of Mumbai, Indian Inhabitant, Residing at Gafurkhan Chawl, Room No.7, New Mill Road, Sambhaji Chowk, Kurla (West), Mumbai-400 070, (2) MR. RAHUL WANDEKAR of Mumbai, Indian Inhabitant, residing at Room No. 7, Athawale Building, Chitale Path, Bhavani Shankar Road, Dadar (West), Mumbai 400 028 , (3) Mr. Ramesh Rawal Residing of Mumbai, Indian Inhabitant, Residing at Hanuman Nagar, Pragati Rahivasi Sewa Sangh, Room, No. 4, Motilal Nagar, M.G.Road, Goregaon (West), Mumbai 400 090, (4) Mr. Pramod Kamble of Mumbai, Indian Inhabitant, Residing at B/15, Mata Ramabai Ambedkar Nagar, Dr. Enwoses Road, Worli, Mumbai – 400 018, (5) Mr. Anil Palande of mbai, Indian Inhabitant residing at A – 202 chandresh Enclaver M.D. Nagar, Achole Road.

valle copara (East), to be my true and lawful substituted Article Herengiter referred to as Testaid Attorney") jointly and/or severally to do all or any of the following acts, deeds, and things or the salid company and in the name and on behalf of the salid Company 動高 and things

妙的 ko say:

odge for registration to accom and appear for registration and to admit execution of the greements for Sale, Sale Beed, Agreement To Sell, Deed of Cancellation, Deed of Rectification and incidental documents in respect of the Units and such other premises constructed/to be constitueted on the said Property, executed by us and to do all or any other acts, deeds, matter and things for the purpose of effectually getting such Agreements for Sale, Sale Deed, Agreement to Sell, Deed of Cancellation, Deed of Rectification and incidental documents in respect of the Units and such other premises constructed/to be constructed on the said Property registered with the Sub-Registrar of Assurances at Mumbai



MUMBAI

To Mark & Mark and with the Port and the State of the Sta 0-5/STPW/CLR.1072/02/07/863-665/2067

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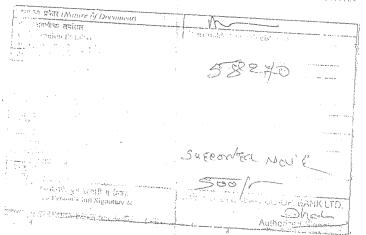
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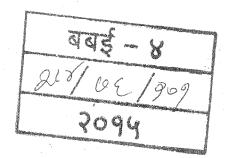
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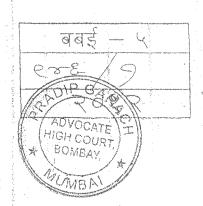
उपटामुद्रांक फ्रॅंकींग अल्ट्रा यहायसेट लॅम्प खाली तपासले व एस. एम. एस. / संबंधीत प्राधिकृत अधिकाऱ्यांशी द्रस्थनीवरून संपर्क साधुन मेळ बरोबर आढळून आला.

२० 🖺 सह दुय्यम निर्वेधक मुंबई शहर क. ५.

SPECIAL POWER OF ATTORNEY

To all to whom this presents shall come, I Mr. SURENDRAN NAIR both of Mumbai, Indian Inhabitants having our address at _____ and Constituted Attorneys of Krona Realities Private Limited, Company registered and incorporated under the Companies Act, 1956 and having its registered office at Rushabh Apartment, Flat No1002, 10th Floor, Dr. Parekh Street, Prathana Samaj, Opp H N Hospital, Mumbai - 400004 and sales office at Lodha Pavilion, Apolo Mills Compound, N.M Joshi Marg, Mahalaxmi – 400 011 (hereinafter for the sake of brevity referred to as "the said Company"), SEND GREETINGS







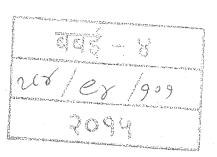
SAICHES TAHLS HICH STORY
INCOMETAX DEPARTMENT GOVE OF INDIA
GIBISH M SAKARIA
MOHANLAL JAWANMAL SAKARIA

MONANLAL JAWANMAL SAKARIA

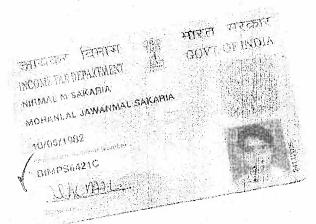
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MOHANLAL JAWANMAL SAKARIA







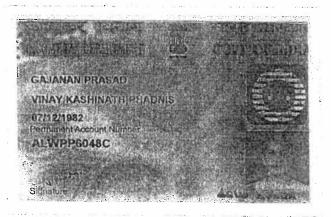
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| 1 | 218/08/909 | The section of the last |
| | 2094 | - |

Summary1 (GoshwaraBhag-1)

शुक्रवार,23 जानेवारी 2015 9:07 म.पू.

दस्त गोषवारा भाग-1

e 61909

दस्त क्रमांक: 284/2015

दस्त क्रमांक: बबई4 /284/2015

बाजार मुल्यः रु. 2,34,06,500/- मोबदलाः रु. 2,72,07,936/-

भरलेले मुद्रांक शुल्क: रु.13,60,500/-

दु. नि. सह. दु. नि. बबई4 यांचे कार्यालयात

अ. क्रं. 284 वर दि.23-01-2015

रोजी 9:05 म:प्. वा. हजर केला.

पावती:318

पावती दिनांक: 23/01/2015

सादरकरणाराचे नाव: गिरीष मोहनलाल सकारीया

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

र. 2020.00

पृष्टांची संख्या: 101

एक्ण: 32020.00

सह दुंय्यम निवंधक, मुंबई-4

सह दुय्यम् निबंधक, मुंबई-4

मुद्रांक शुल्क: (एक) कोणत्याही महानगरपालिकेच्या हद्दीत किंवा स्थालगत असलेल्या कोणत्याही कटक क्षेत्राच्या हद्दीत किंवा उप-खंड (दोन) मध्ये नमूद न केलेल्या कोणत्याही नागरी क्षेत्रात

शिक्का क्रं. 1 23 / 01 / 2015 08 : 54 : 07 AM ची वेळ: (सादरीकरण)

शिक्का क्रं. 2 23 / 01 / 2015 08 : 55 : 28 AM ची वेळ: (फी)

प्रतिज्ञापत्र

*सदर दस्तऐवज हा नोंदर्भ कायभ १९०८ इंतर्पत असलेल्या तरतुदीनुसारच नॉदणीस दाखल देखेला अले जिस्सारीत चेत्र नकाण भिजारक व्यक्ती, साक्षीदार व सोबत जोग्रहेल्ला कार्र १००० कर है स्टब्स्ट अह देस्सायी सत्यता, वैधता कायदेशीर अर्क्शास रिकार ा असे संपूर्णमुणे ज्ञानदार राहतील.

लिहून धेणारेः



Summary-2(दस्त गोषवारा भाग - २)

23/01/2015 9 08:22 AM

दस्त गोषवारा भाग-2

बबई4 *ELJ 909* दस्त क्रमांक:284/2015

दस्त क्रमांक :बबई4/284/2015 दस्ताचा प्रकार :-करारनामा

अनु क्र. पक्षकाराचे नाव व पत्ता

नाव:गिरीष मोहनलाल सकारीया
पत्ता:प्लॉट नं: -, माळा नं: २रा मजला, इमारतीचे
नाव: बिल्डिंग नं. ८/ए, नवजीवन सोसायटी,फ्लॅट नं.६, ब्लॉक नं: मुंबई. रोड नं: लॅमिंगटन रोड, महाराष्ट्र, मुंबई. पॅन नंबर:BEJPS3370D

नाव:निर्मल मोहनलाल सकारीया पत्ता:प्लॉट नं: -, माळा नं: २रा मजला, इमारतीचे नाव: बिल्डिंग नं. ८/ए, नवजीवन सोसायटी,फ्लॅट नं.६, ब्लॉक नं: मुंबई, रोड नं: लॅमिंगटन रोड, महाराष्ट्र, मुंबई. पॅन नंबर:BIMPS6421C पक्षकाराचा प्रकार

लिहून घेणार वय :-37 स्वाक्षरी:-

7 लिहून घेणार वय :-32 स्वाक्षरी:-

Milles

छायाचित्र

अंगठ्याचा ठसा









वरील दस्तऐवज करुन देणार तथाकथीत करारनामा चा दस्त ऐवज करुन दिल्याचे कबुल करतात.

ओळख:-

खालील इसम असे निवेदीत करतात की ते दस्तऐवज करुन देणा-यानां व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात

अनु फ. पक्षकाराचे नाव व पत्ता

> 1 नाव:प्रताप शंकर सातवेकर - -वय:30 पत्ता:वरळी, मुंबई पिन कोड:400018

2 नाव:प्रसाद फडणीस - -

र्ता:वरळी, मुंबई

वय:32

4

स्वाक्षरी



अंगठ्याचा ठसा







· Way

स्वाक्षरी

खालील पक्षकाराची कबुली उपलब्ध नाही.

अनु क्र. पूर्धकाराचे नाव व पत्त

र्मेना रियातिटीज प्रा. ति. तर्फं कु. मु. सुरेन्द्रन नायर : तर्फं कु. मु. प्रमोद कांबळे

प्लॉट नं: २१६, माळा नं: -, इमारतीचे नाव: शाह आणि नाहर इंड. इस्टेट, ब्लॉक नं: वरळी, मुंबई , रोड नं: डॉ. ई. मोझेस रोड, महाराष्ट्र, मुंबई. AAECK0290R Summary-2(दस्त गोषवारा भाग - २)



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Epayment Number

MH004427605201415S

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284 /2015

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Summary-2(दस्त गोषवारा भाग - २)

27/01/2015 1 04:02 PM

दस्त गोषवारा भाग-2

बबई4 *90* / **9** ७ ९ दस्त क्रमांक:284/2015

दस्त क्रमांक :बबई4/284/2015 दस्ताचा प्रकार :-करारनामा

अनु क्र. पक्षकाराचे नाव व पत्ता

नाव:क्रोना रियालिटीज प्रा. लि. तर्फे कु. मु. सुरेन्द्रन नायर तर्फे कु. मु. प्रमोद कांबळे पत्ता:प्लॉट नं: २१६, माळा नं: -, इमारतीचे नाव: शाह आणि नाहर इंड. इस्टेट, ब्लॉक नं: वरळी, मुंबई, रोड नं: डॉ. ई. मोझेस रोड, महाराष्ट्र, मुंबई. पॅन नंबर:AAECK0290R पक्षकाराचा प्रकार लिहून देणार वय:-33 स्वोक्षरी:- छायाचित्र पुरुष

अंगठ्याचा ठसा

वरील दस्तऐवज करन देणार तथाकथीत करारनामा चा दस्त ऐवज करन दिल्याचे कबुल करतात. शिक्का क्र.3 ची वेळ:27 / 01 / 2015 12 : 55 : 19 PM

ओळख:-

खालील इसम असे निवेदीत करतात की ते दस्तऐवज करुन देणा-यानां व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात

अनु फ. पक्षकाराचे नाव व पत्ता

1 नाव:प्रताप शंकर सातवेकर -वय:30 पत्ता:वरळी, मुंबई पिन कोड:400018

4

स्वाक्षरी





अंगठ्याचा ठसा

 नाव:प्रसाद फडणीस - -वय:32 पत्ता:वरळी, मुंबई पिन कोड:400018



स्वाक्षरी





खालील पक्षकाराची कबुली उपलब्ध आहे .

अनु क्र. पक्षकाराचे नाव व पत्ता

निर्मल मोहनलाल :सकारीया

प्लॉट नं: -, माळा नं: २रा मजला, इमारतीचे नाव: बिल्डिंग नं. ८/ए, नवजीवन सोसायटी,फ्लॅट नं.६, ब्लॉक नं: मुंबई, रोड नं: लॅमिंगटन रोड, महाराष्ट्र, मुंबई. BIMPS6421C

गिरीष मोहनलाल :सकारीया

प्लॉट नं: -, माळा नं: २रा मजला, इमारतीचे नाव: बिल्डिंग नं. ८/ए, नवजीवन सोसायटी प्रतेट नं के क्यूंक नं: मुंबई, रोड नं लॅमिंगटन रोड, महाराष्ट्र, मुंबई.

BEJPS3370D

शिक्का क्र.4 ची वेळ:27 / 01 / 2015 12 : 55 : 44 PM

शिक्का क्र.5 ची वेळ:27 / 01 / 2015 12 : 56 : 00 PM नोंदणी पुस्तक 1 मध्ये

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Summary-2(दस्त गोषवारा भारूग - २)

सह द्रयम निबंधक, मुंबई-4

EPayment Details.

Sr.

Epayment Number

MH004427605201415S

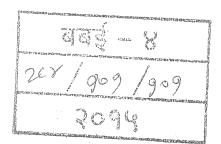
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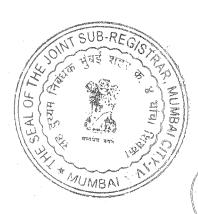
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सेल-दुर्च्यामीनंबंधक, मुंबई शहर - ४.

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